

INSTRUCTIONAL AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND

WINFREE ACADEMY CHARTER SCHOOL

DUAL CREDIT PROGRAM

STATE OF TEXAS

This Agreement (herein so called), made and entered into on July 1, 2019, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Winfree Academy Charter School**, a charter school (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning on July 1, 2019, and ending on June 30, 2022. Sixty days before the end of the term, WINFREE ACADEMY CHARTER SCHOOL may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT) and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

DUAL CREDIT STATEWIDE GOALS

HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students participating in the dual credit program academic and college readiness advising with access to the

COLLEGE DISTRICT'S student support services to support students into college course completion.

Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT'S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses, which are, incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) states dual credit courses must apply to the core curriculum, career and technical education courses toward a TCCD career and technology Certificate or Associate of Applied Science degree, or foreign language.

LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Practice for Courses Offered Electronically and the COLLEGE DISTRICT's standards for distance learning courses.

PROGRAM DETAILS

(1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.

(2) Program guidelines align with the Texas Administrative Code Chapter 4; Subchapter D. If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.

(3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:

- a) Consent to Emergency Treatment for Minor Student Form
- b) Family Educational Rights and Privacy Act Waiver (optional)
- c) Meningitis Vaccination Record (if taking courses on a TCC campus)
- d) Residency Questionnaire
- e) If undocumented status, Tuition Waiver for All Non-Citizen Residents Without An I-551 (Immigration Status)
- f) Online Readiness (for online courses)

(4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.

(5) Students must complete registration process by completing the following steps:

- a) Admission application
- b) Pre-Assessment Activity (or exemption)
- c) Texas Success Initiative Assessment (TSI-A) (or exemption)

- d) Register for courses
- e) Pay for dual credit courses (refer to **Tuition and Fees** section)

- (6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.
- (7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum of 15 students per class, exceptions can be approved by Vice President for Academic Affairs.
- (8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S Student Code of Conduct. The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues.
- (10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.
- (11) To continue in the program, students need to maintain academic standards of COLLEGE DISTRICT.
- (12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.
- (13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the SACSCOC accreditation requirements.

The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of \$ 1,835.00 for a three credit hour course or \$ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

STUDENT LEARNING MATERIALS AND COURSE SUPPLIES

Student Learning Material can include digital-based course materials, common learning materials (textbooks), and open education resources.

Throughout the duration of this Agreement (check appropriate box [es]):

Learning Materials

- The SCHOOL DISTRICT will provide student learning materials for students
- Students are responsible for purchasing student learning materials

Course Supplies

- Course supplies will be purchased/provided by the SCHOOL DISTRICT
- Students are responsible for purchasing course supplies

TCC Plus (Please refer to Attachment C for detailed information on TCC Plus)

- The SCHOOL DISTRICT will pay all students' TCC Plus course charge(s)
- Students are responsible for TCC Plus course charge(s)

TUITION AND FEES

(Please refer to Attachment C for detailed information on payment and deadlines for tuition and fees)

Throughout the duration of this Agreement, (check appropriate box [es]):

- SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will pay all students' tuition costs
 - Self-Pay Student (not paid by the SCHOOL DISTRICT): Students are responsible for tuition costs
 - Student Self-Pay and SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will have both self-pay and SCHOOL DISTRICT pay students. By the payment deadline for each term, the SCHOOL DISTRICT will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes
 - Third Party Pay (other than a SCHOOL DISTRICT): The following organization will be paying the cost of students' tuition. By the payment deadline for each term, the Organization will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes
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DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advising, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school representative.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Supervise and evaluate instructors of dual credit courses.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.
- I. Inform students of Title IX training, #NotAnymore.

DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT.
- B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1) Student Texas Success Initiative ("TSI") exemption records;
 - (2) Advising of students with completion of all required COLLEGE DISTRICT admissions documents;
 - (3) Assist the COLLEGE DISTRICT with student orientation;
 - (4) Submit all student documentation by published due dates
 - (5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.

(6) Provide list of tuition sponsored students if applicable.

I. Ensure students have registered by the COLLEGE DISTRICT'S timeline.

J. For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes with adequate classroom facilities, and ensure no disruption of college classes.

K. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.

AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

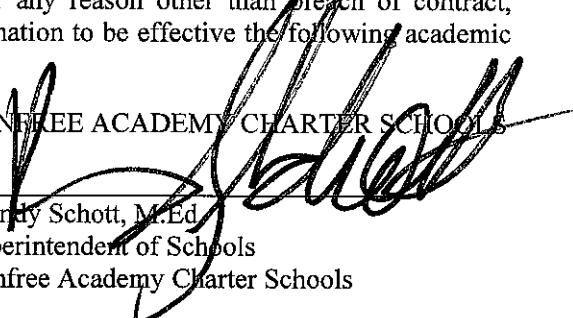
SCHOOL DISTRICT
Brandy Schott, M.Ed.
Superintendent of Schools
Winfree Academy Charter Schools
6311 Boulevard 26
North Richland Hills, Texas 76118

Executed July 1, 2019, by COLLEGE DISTRICT, signed by its Chancellor and by WINFREE ACADEMY CHARTER SCHOOLS, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1 for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

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

WINFREE ACADEMY CHARTER SCHOOLS

By 
Brandy Schott, M.Ed.
Superintendent of Schools
Winfree Academy Charter Schools

ATTACHMENT A
COURSE CROSSWALK: PROGRAMS
APPROVED/COURSE CURRICULUM
GUIDE/COURSE CROSSWALK

Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

General Requirements for an Associate Degree:

1. Earn up to 60 college-level credit hours.
2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
5. All requirements of the degree must be satisfactorily completed.
6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
7. All financial obligations to the College must be met.
8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence

General Requirements for a Certificate of Completion:

1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
3. All requirements of the certificate must be satisfactorily completed.
4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

Core Curriculum and Semester Credit Hour (SCH) Requirements:

Communication – 6 SCH

Mathematics – 3 SCH

Life and Physical Sciences – 8 SCH

Language, Culture and Philosophy – 3 SCH

Creative Arts – 3 SCH

American History – 6 SCH

Government and Political Science – 6 SCH

Social and Behavioral Science – 3 SCH

Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Dual Credit Core Curriculum Course Guide

English (6 Hours) Choose two courses		
ENGL 1301*	ENGL 1302*	_____ 3 Hrs _____ 3 Hrs
Speech (3 Hours) Choose one course		
SPCH1315 Or SPCH 1321		_____ 3 Hrs
Math (3 Hours) Choose one course		
MATH 1314* (Algebraic Pathway) Or MATH 1342* (Non Algebraic Pathway) Or Math 1332+ (Non Algebraic Pathway)		_____ 3 Hrs
Science (8 Hours) Choose two courses		
BIOL 1408 (Non Science Majors) Or BIOL1406 (Science Majors)	BIOL 1409 (Non Science Majors) Or BIOL 1407 (Science Majors)	_____ 4 Hrs _____ 4 Hrs
Creative Arts (3 Hours) Choose one course		
ARTS 1301 Or MUSI 1306 Or DRAM 1301		_____ 3 Hrs
Lang Culture & Phil (3 Hours) Choose one course		
ENGL 2322* Or ENGL 2327* Or ENGL 2323* Or ENGL 2328*		_____ 3 Hrs
American History (6 Hours) Choose two courses		
HIST 1301*	HIST 1302*	_____ 3 Hrs _____ 3 Hrs
Government (6 Hours) Choose two courses		
GOVT 2305* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	GOVT 2306* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	_____ 3 Hrs _____ 3 Hrs
Behavior (3 Hours) Choose one course		
PSYC 2301* SOCI 1301* ECON 2301		_____ 3 Hrs

Other college courses may or may not count for High school Credit.

* TSI passing score required

How to read course numbers: Example, ENGL 1301

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:
1=Freshman or introductory level.
2=Sophomore or intermediate or advanced.
- The second digit indicates the semester credit hour value of the course.
- The third and fourth digits establish type of institution and course sequence.

DUAL CREDIT COURSE CROSSWALK (In Collaboration With High School Representative)

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	*Pre-Calculus or *Calculus or *Statistics	
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	*Economics	
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
College			<input type="checkbox"/> SPCH1315 (PEIMS CODE) or <input type="checkbox"/> SPCH 1321 (PEIMS CODE)	<input type="checkbox"/> ARTS 1301 (PEIMS CODE) or <input type="checkbox"/> MUSI 1306 (PEIMS CODE) or <input type="checkbox"/> DRAM1310 (PEIMS CODE)	<input type="checkbox"/> *ENGL 1301 (PEIMS CODE) <input type="checkbox"/> *HIST 1301 (PEIMS CODE)	<input type="checkbox"/> *ENGL 1302 (PEIMS CODE) <input type="checkbox"/> *HIST 1302 (PEIMS CODE)	<input type="checkbox"/> *ENGL 2322 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2323 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2327 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2328 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2332 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2333 (PEIMS CODE)	<input type="checkbox"/> *MATH 1342 (PEIMS CODE) or <input type="checkbox"/> *MATH 1314 (PEIMS CODE) or <input type="checkbox"/> *MATH 1332 (PEIMS CODE)	
							<input type="checkbox"/> *GOVT 2305 (PEIMS CODE)	<input type="checkbox"/> *PSYC 2301 (PEIMS CODE) or <input type="checkbox"/> *SOCI 1301 (PEIMS CODE) or <input type="checkbox"/> *ECON 2301 (PEIMS CODE)	
	*TSI Passing Score Required (PEIMS CODE)	Two Lab Science Options dependent on College Major - <input type="checkbox"/> BIOL 1408 (PEIMS CODE), <input type="checkbox"/> BIOL 1409 (PEIMS CODE), or <input type="checkbox"/> BIOL 1406 (PEIMS CODE), <input type="checkbox"/> BIOL 1407 (PEIMS CODE), or <input type="checkbox"/> BIOL 2401 (PEIMS CODE), <input type="checkbox"/> BIOL 2402 (PEIMS CODE)							

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

ATTACHMENT B
GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

January 2019

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations Chapter 4; Subchapter D of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in Chapter 4; Subchapter C; Rule 4.57 (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in (Chapter 4; Subchapter C; Rule 4.56 TAC).
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative (Chapter 4; Subchapter C; Rule 4.54 TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets 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.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and/or writing** under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the



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evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(c) 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.

(3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015 ; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(d) If 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.

(4) 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.

(5) 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 same eligibility conditions as academic dual credit courses.

(6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.

(7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.

(8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. **It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.**

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- (9) Students must follow the TCC catalog “Academic Standing” policy (see TCC college catalog).
- (10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
- (11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

- (1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, or foreign language.
- (2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.
- (3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.
- (4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

- (1) Dual credit courses may be taught on the college campus or on the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (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 THECB's adopted Principles of Good Practice for Courses Offered Electronically.
- (2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.
- (3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)

D. Composition of Class

(1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit only 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 Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

(b) If the high school credit-only students are College Board Advanced Placement (AP) students.

(c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

(1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college.

(2) TCC shall supervise and evaluate instructors of dual credit courses.

F. Course Curriculum, Instruction, and Grading

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of 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.

G. Academic Policies and Student Support Services

(1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.

(2) Students in dual credit courses have access to student support services. TCC 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) Dual credit students must abide by all TCC policies and procedures as outlined in the current **Academic Catalog/Student Handbook**.

(4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for an accommodation/equal access are reviewed on a case-by-case basis, and are determined based on the functional limitations caused by the disability and the supporting documentation provided.

(a) Otherwise qualified high school students enrolled in the dual credit program are eligible for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC

Campus Coordinator of SAR will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with the Campus Coordinator of SAR.

H. 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.

I. Funding

(1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.

(2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.

(3) This provision does not apply to students enrolled in approved early college high school programs.

(4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

January 2019

**Attachment C:
TUTION AND FEES/TCC PLUS**

Tuition and Fees/TCC Plus

The payment of all tuition and fees becomes the obligation of the responsible party upon registration of courses at the COLLEGE DISTRICT. The student has not officially completed the registration process until payment has been made in full, an agreement to pay has been submitted by the SCHOOL DISTRICT or Third Party Payer, a payment plan has been completed, or the student has sufficient financial aid funds available by the payment deadline. The responsible party will be required to acknowledge the COLLEGE DISTRICT'S Financial Responsibility Agreement every 120 days. A SCHOOL DISTRICT'S student financial responsibility is the same as any other student enrolled at the COLLEGE DISTRICT.

Tuition costs include tuition and fees based on the rate per credit hour, TCC Plus (digital course materials), third attempt, or any other charge applied at the time of registration.

- **Self-Pay Student:** The SCHOOL DISTRICT and the self-pay student understands that failure of a self-pay student to pay his/her tuition by the payment deadline may result in the student being dropped from his/her course(s) based on the Texas Higher Education Coordinating Board's regulation for tuition payments. Payment reminders will be sent to the student through his/her COLLEGE DISTRICT email address and to the SCHOOL DISTRICT. Please see the COLLEGE DISTRICT website for payment deadlines.
- **SCHOOL DISTRICT Pay/Third Party Payer:** The SCHOOL DISTRICT Pay/Third Party Payer understands that failure to provide the COLLEGE DISTRICT the list of SCHOOL DISTRICT Pay/Third Party Payer students and courses by the payment deadline may result in students being dropped from their course(s) based on the Texas Higher Education Coordinating Board's regulations for tuition payments. The COLLEGE DISTRICT will invoice the SCHOOL DISTRICT/Third Party Payer based on the student's residency status and number of semester hours enrolled at the census date (official day of record). Payment is due within 30 days of receipt of the invoice.
 - _____ Maximum number of semester hours in Fall or Spring term paid by SCHOOL DISTRICT
 - _____ Maximum number of semester hours in Summer term paid by SCHOOL DISTRICT
 - Exceptions: Any changes to the above agreement for any given student/term, must be submitted in writing prior to the census date (official day of record).
 - Any additional semester hours are the responsibility of the student

A self-pay student, SCHOOL DISTRICT, or Third Party Payer may still be responsible for payment of any non-refundable tuition for a dropped course according to the COLLEGE DISTRICT'S refund schedule. The SCHOOL DISTRICT or Third Party Payer also understands that this is an agreement to pay the COLLEGE DISTRICT. Therefore, the SCHOOL DISTRICT or Third Party Payer agrees to pay for a student's tuition costs even if the student does not successfully complete the course(s), use available TCC Plus digital learning materials (when applicable), or follow through with his/her agreement with the SCHOOL DISTRICT or Third Party Payer.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The self-pay student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total tuition costs AND access to the digital learning materials. The student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the Self-Pay student,

SCHOOL DISTRICT, or Third Party Payer, even if the student receives an exemption or waiver for tuition.

The Self-Pay student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (tuition costs, parking or library fines, etc.) may result in a registration restriction being placed on the student's account.