



DUAL CREDIT PARTNERSHIP AGREEMENT

Between

Fabens Independent School District
(Name of District/High School)

And

El Paso County Community College District

This Dual Credit Partnership Agreement (Agreement) between Fabens Independent School District (District/High School) and El Paso County Community College District (EPCC or the College) is designed to allow high school students an opportunity to earn dual high school credit and College credit. *19 Texas Administrative Code (19 TAC)*, Chapter 9, Subchapter H, *Partnerships between Secondary Schools and Texas Public Two-year Associate Degree-Granting Institutions* establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and College-level credit. Dual Credit Requirements are identified/outlined in *19 TAC* Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85. Nothing herein shall be construed to violate either the Texas Public Information Act, Tex. Gov't Code, §552.001 et seq., or the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations:

1. Purpose

The Purpose of this Agreement is to facilitate the cooperation between the College and the School District in the provision of dual credit College courses for qualified students.

2. Eligible Courses

- a. Only courses as permitted by 19 TAC, Part 1, CH4, Subchapter D, §4.85 (a) identified as College-level academic courses in the current edition of the EPCC Catalog or as College-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for dual credit.
- b. Courses approved for dual credit for an individual student must be applicable to a College or university certificate or degree.
- c. Course matching is a requirement to award dual credit. In order to offer any College course for dual credit, it must be paired with an equivalent high school course. The learning objectives for the College course and the TEKS for the high school class must have significant overlap, or match. If an equivalent high school class does not exist, then the College course cannot be offered by the high school for dual credit.
- d. Any TEKS not covered by the College course will be taught by the high school and accounted for separately from the required content of the College course.

3. Student Eligibility

- a. High School students will meet State and EPCC requirements for admission to the College.

- b. High School students must take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in College-level courses.
- c. High School students shall not be enrolled in more than courses allowable by state laws and Texas Administrative Code and Regulations.

4. Instructional Calendar

The College dual credit courses on the high school campus (not distance education sections, which will comply with the College calendar) comply with the School District's instructional calendar.

5. Location

- a. Dual credit instruction will predominantly occur in the facilities of the high school campus. EPCC facilities may be used as appropriate, depending on the availability of resources.
- b. When the High School does not have an instructor who is qualified and selected by EPCC to deliver a College course for dual credit onsite at the High School campus, the course may be located online with an instructor provided by the College, depending on the availability of resources.
- c. A qualified instructor may be provided by the College to teach the College course on the high school campus, but the high school will bear the cost of the instructor. A high school may also contract directly with an EPCC credentialed instructor to deliver the College course on the high school campus. (See Section 11.e.)

6. Student Composition of Classes

Courses may be composed of dual credit students only or of dual and College credit students. Exceptions for a mixed class (composed of students taking the course for high school credit only and students taking the course for dual credit) 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 Recommended or Distinguished Achievement 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 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 which will only be awarded after graduation from high school and subsequent enrollment at EPCC.

7. Faculty Selection, Supervision, and Evaluation

All instructors must meet the requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges and other pertinent accreditation agencies in accordance with EPCC practices and decisions regarding the implementation of the requirements.

- a. The College shall select, supervise, and evaluate dual credit high school instructors using the same procedures used for EPCC faculty teaching on the main campuses and will maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the College course taught on the High School campus as the same courses taught at the main campuses of the College.
- b. Official transcripts, an adjunct faculty application, and other documents pertinent to credentials verification of dual credit high school instructors will be kept on file at the EPCC Office of Human Resources.
- c. Qualified, EPCC-selected and trained dual credit high school instructor teaching the College course at the High School will do so as part of his or her high school teaching assignment. Nevertheless, the dual credit high school instructor will comply with the College's standards of instruction and evaluation processes. All instructional aspects of the College course will be supervised by the College Instructional Dean.
- d. Each semester the onsite dual credit students will perform a Faculty Evaluation and Student Survey for each dual credit class. The high school is responsible for designating a person to act as a point of contact and an overseer for the administration of these materials and any additional surveys of College students required by the College. Yearly training will be provided by the College for the designated administrators. The Faculty Evaluation process is highly confidential. To encourage a student's willingness to respond with candor regarding their experience in the class without fear of reprisals from the instructor, the Faculty Evaluation will be shared with the instructor, the College dean, the instructional coordinator and, upon request, the designated high school administrators after the course has ended.
- e. It is required that new Dual Credit faculty attend New Faculty Orientation, which is held during Faculty Development Week at the beginning of the Fall Semester (August) and the New Dual Credit Faculty Orientation at the beginning of the Fall (August) or Spring Semester (January). Additionally, ongoing attendance is required at division and discipline meetings and at one faculty development workshop of the instructor's choice each semester.
- f. In the event the high school credentialed faculty is absent more than 3 consecutive days, or is absent enough times that the instructional contact hours fall below what is required for the college course, the high school is responsible for contacting the College Instructional Dean to discuss the anticipated length of absence, and necessary arrangements for a substitute or replacement. Only discipline/course qualified substitutes/replacement may be used to cover a class. If the high school is unable to find a credentialed discipline/course qualified substitute or replacement, EPCC may provide a qualified faculty if available. The high school will incur the instructor cost.

8. Course Curriculum, Instruction and Grading

EPCC shall ensure that a College course for dual credit offered at the High School and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, contact hours, course enrollment maximum, materials, instruction, and method/rigor of evaluation of student performance, regardless of student composition of the class.

- a. EPCC course syllabi and textbooks must be used in College courses for dual credit at all times.
- b. The High School will provide each student enrolled in a College course for dual credit with all textbooks and instructional materials required by the College discipline. Textbooks and

other instructional materials may not be shared among multiple students, and students must be allowed to use them both in and out of class as would any College student studying at a main campus of the College.

- c. The EPCC Office of Distance Learning Support Services will verify that the High School has adequate technology to support online course delivery.
- d. The High School will identify a high school onsite facilitator whose role is to support the EPCC instructor of record in order to enhance the success of dual credit students enrolled in online courses.

9. Academic Policies and Student Support Services

- a. All academic policies applicable to courses taught on EPCC campuses shall apply to dual credit high school students as outlined on EPCC Procedure 6.00.01.30 and in the College Catalog. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, and processes for addressing instructional issues/concerns.
- b. Dual credit students may utilize the same services that are available to other EPCC students. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, College-appropriate (non-curricular) accommodations for students with disabilities, to learning materials (e.g., library resources), academic achievement programs (e.g. Honors Program) and student success initiatives (e.g., tutoring).
- c. Each high school must have an appointed counselor or designee to provide academic guidance regarding dual credit who will encourage course completion and achievement of course work leading to a College degree. EPCC will provide training for the high school counselor or designee.

10. Transcription of Credit

EPCC will transcript College grades immediately upon a student's completion of the performance required in the course and report the official College grade to the High School Registrar and Coordinator.

11. Funding

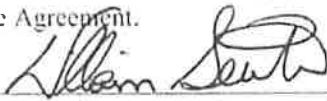
- a. The dual credit high school instructors will be compensated by the School in accordance with the School's Standard Teacher Salary Schedule. It is not contemplated that dual credit high school instructors will be teaching any classes in addition to their regular workload by virtue of their participation in the Program. Said dual credit high school instructors will not receive any monetary compensation from EPCC for their participation in the Program. The dual credit high school instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College. Dual credit high school instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded to any EPCC part-time faculty member.
- b. EPCC will waive tuition and designated fees for students enrolled in the Dual Credit Program, except as stated in c, d, and e. herein below.

- c. Upon mutual agreement, the College will conduct enrollment registration for all qualified students who have met all requirements and are requesting enrollment in College courses for dual credit. A fee of \$150 will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school was responsible for not meeting the deadline.
- d. Three-Peat-Fee will apply for students repeating certain courses more than two times and will be assessed the current EPCC per credit hour fee.
- e. Waived and Incurred Fees
 - i. When the School District provides the instructor onsite, tuition and fees will be waived.
 - ii. When EPCC provides the instructor, online, onsite or on campus, tuition and fees will be waived provided the school pays a flat rate of \$100 per student. The School District will be invoiced within 30 days after the end of the semester and payment in full will be due to EPCC within one month of the invoice
- f. The High School is responsible for all textbooks and instructional materials. This includes funding of Open Educational Resources (OER) materials used in lieu of textbooks. College-approved textbooks purchased by the High School District may be used for a maximum of four years from the date of initial purchase. The high schools must adhere to textbook procedure number 3.05.10.10 *Selection and Ordering of Textbooks*. This procedure may be found at <http://www.epcc.edu/InstitutionalEffectiveness/PoliciesandProcedures/3.05.10.10.pdf> In addition, the high school must comply with the textbook tracking requirements by completing and returning the textbook tracking form within the timelines set forth.

12. EPCC Deans and High School Principals, along with any necessary administrative staff, will meet regularly in order to maintain open lines of communication between the College and their high schools.

This Agreement may only be modified in writing by the School Superintendent and the College President, or their designees, at least 30 days in advance of the modification.

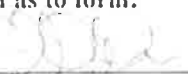
This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for three (3) years or until such time as mutual agreement is made to modify or terminate the Agreement.

 6/1/18

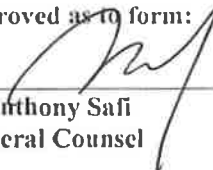
 William Serrata, Ph.D. (Date)
 President

 6/5/18

 Eldefonso Garcia (Date)
 Superintendent

Approved as to form:


 Edward Dunbar (Date)
 General Counsel

Approved as to form:


 S. Anthony Safi (Date)
 General Counsel