# 328(CCMR)23-02



# PARTNERSHIP AGREEMENT BETWEEN AUSTIN COMMUNITY COLLEGE DISTRICT AND MANOR INDEPENDENT SCHOOL DISTRICT FOR DUAL CREDIT PROGRAMS

September 1, 2022 – August 31, 2025

#### **PURPOSE**

The institutions named above (hereinafter "College or "ACC" and "ISD") enter into the following partnership<sup>1</sup> agreement for the implementation of dual credit programs which are designed to enable eligible high school students the opportunity to enroll in college credit courses that also fulfill high school graduation requirements.

The purpose of this Agreement is to outline the roles and responsibilities of ACC and ISD for participation in the dual credit programs. This Agreement encompasses all dual credit programs, including Early College High School (ECHS), and the Career Academies program as required by the Texas Higher Education Coordinating Board (THECB).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACC and ISD agree as follows:

<sup>1</sup> The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in Title 19, Part 1, Chapter 4, of the Texas Administrative Code and ACC's Board Policy GH (LEGAL). The Texas Administrative Code (19 TAC), Chapter 9, Subchapter H, Partnerships between Secondary Schools and Texas Public Two-Year Colleges 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. 19 TAC § 9.143 requires dual credit programs to comply with the rules set forth in 19 TAC, Chapter 4, Subchapter D, Rule§4.84 for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

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#### TERMS AND CONDITIONS

# **Entire Agreement**

This Agreement, including the Appendices, which are attached hereto and incorporated herein, constitute the entire agreement of the Parties regarding the subject matter herein described.

- Appendix A: Joining the ACC Faculty
- Appendix B: Dual Credit
- Appendix C: Early College High School
- Appendix D: Career Academy

# **Program Definitions**

The program partnerships covered under this Agreement include:

# Appendix B: Dual Credit Program

A dual credit program agreement between ACC and the ISD to offer courses that grant credit toward the student's high school curriculum requirements and also award college credit which will lead to a college certificate or degree.

# Appendix C: Early College High School

An Early College High School (ECHS) is a program agreement between ACC and the ISD to provide an opportunity for students, especially those who are at risk of dropping out of school, who wish to accelerate completion of the high school, or who are in the first generation of their family to attend college, to earn a high school diploma and up to 60 hours of college credit and/or an Associate's Degree upon graduation from high school. The Texas Education Agency requires a separate agreement for each ECHS. This agreement complies with the requirements set forth in Texas Education Code § 29.908(b-1).

# Appendix D: Career Academy

A Career Academy provides high school students with an opportunity to earn entry-level certificates through workforce dual credit courses.

# **Compliance and Policies**

# a. Services for Students with Disabilities

In order for students with disabilities to receive accommodations from ACC, students with disabilities who require accommodations must self-disclose to ACC's Student Accessibility Services (SAS) and provide current (within three years of enrollment at ACC) documentation of a disability. Documentation of a disability consists of a statement or evaluation from a recognized medical professional, or the student's current §504 plan or records maintained by the ISD relating to eligibility for special education accommodations that exceed those applicable to ACC, if any, shall be the responsibility of ISD. Building and information technology access will be the responsibility of

whichever Party is the owner/provider of that infrastructure, including access to web-based curriculum materials.

# b. Student Expectations, Rights and Responsibilities

Students in dual credit classes are considered to be College students and are subject to all College policies and procedures. Dual credit students must comply with standards of conduct required of all ACC students, and have the same rights and responsibilities in all matters related to the dual credit programs. Dual credit students must also follow the ISD Student Code of Conduct.

Unless a conflict arises between the obligations of ISD and ACC under their respective policies and procedures, the ISD and ACC staff and administrators will work together collaboratively to determine the appropriate party to initiate an investigation or resolution process in response to the alleged conduct violation(s). In the event a conflict arises, refer to Section 4 on Conflict Resolution.

Neither party is prohibited from utilizing its own complaint resolution process, separate and apart from the other party's process, but both parties shall cooperate with each other to provide the necessary information and access to students and employees necessary to fulfill each party's obligations under its own specific policies and procedures.

The ISD and ACC agree to inform the other as soon as reasonably possible (within at least two business days) if a dual credit student is subject to disciplinary action that may affect his or her enrollment status as a dual credit student.

Regardless of the location of the conduct, if the ISD's Code of Conduct and disciplinary processes could result in removal from the regular education program due to a suspension, placement in an disciplinary alternative education program, or expulsion/removal to a Juvenile Justice Alternative Education Program, the ISD shall notify ACC prior to the finalization of any disciplinary action in response to the alleged student behavior so that ACC may determine if there are any potential consequences under applicable College policies or procedures that could result in removal from enrollment in a dual credit class.

In addition, as per the ACC Student Standards of Conduct, ACC has the right to immediately remove any student from its premises via the interim suspension process, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of ACC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the ACC.

# c. Prohibition of Discrimination and Harassment

ACC has in place policies and procedures to receive, investigate, and resolve student and employee complaints alleging civil rights violations, including claims under Title VI and Title IX. The ISD and ACC shall each comply with its own policies and any applicable state and federal law that prohibit discrimination and harassment on the basis of a student

or employee's disability, race, color, national origin, religion, or sex. Each party shall adhere to its obligations under relevant policy and law without regard to the other party's obligations.

The ISD agrees to report to the College's District Title IX/ADA/Title VI Coordinator, within 2 business days, any allegation of discrimination or harassment involving a College employee or dual credit student, regardless of where the alleged conduct occurred. The College has designated the following individual as its District Title IX/ADA/Title VI Coordinator:

Title VI, IX and ADA Coordinator 512-223-7964, compliance@austincc.edu

# **Conflict Resolution**

The Parties agree to a mutual understanding to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligations, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purposes of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative levels. In order to be collaborative, ACC must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Party's respective legal counsel.

# Term and Termination

Except as otherwise specified in the individual program agreements in the appendices, the period of this Agreement shall be in effect from September 1, 2022 to August 31, 2025 unless renewed or earlier terminated. This Agreement shall be reviewed by the parties annually at least ninety (90) calendar days before the expiration of the term and any subsequent renewal terms, and this Agreement may be renewed upon approval of the College and the ISD.

Either Party may terminate this Agreement with or without cause upon written notice to the other Party sixty (60) calendar days prior to the date of termination. In the event there are less than 60 calendar days remaining in the semester, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the current term so that students enrolled in a dual credit program may complete the session in which the termination becomes effective.

# **General Obligations of the Parties**

In furtherance of the objectives of this Agreement, the Parties agree to the following obligations<sup>2</sup>:

- a. ACC and ISD are equal parties to this Agreement, and the intent is to allow flexible and creative responses to the organizational, mission, and fiscal needs of both institutions.
- b. ISD campus-level administrators should be familiar with the obligations and responsibilities provided in this Agreement.
- c. ISD will require campus counselors and administrators to attend ACC's training that corresponds to the dual credit program applicable to this Agreement. Any administrative liaisons designated by the ISD in accordance with Section 4 above, shall also be required to attend this training.
- d. Collaboration in planning, implementation, and continuous improvement of programs necessary to successfully fulfill each party's obligations under this Agreement, including but not limited to the provision of faculty, staff, and administration; curriculum development; training; and student services.
- e. Provision of classes/courses in support of the programs applicable to this partnership for which students might qualify.
- f. Financial collaboration that addresses the costs of both Parties and assists each Party in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both parties.
- g. Collaboration in designating appropriate facilities and location for each program.
- h. Collaboration in the design and execution of challenging and innovative instructional programs.
- i. Compliance with all applicable guidelines, standards and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission of Colleges and Schools (SACSCOC), and the Texas Education Agency (TEA). If THECB adopts new guidelines for any of the programs during the term of this Agreement, the new guidelines shall prevail.
- j. Recruitment of eligible students.
- k. Evaluation of the program(s) and sharing of student data in order to track and evaluate student and program successes.
- 1. Selection of students that reflects the diversity of the ISD campus.

# Recognition of Higher Education Partner, Promotion, Marketing & Advertising

When reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, ISD will recognize Austin Community College as their Higher Education partner

<sup>&</sup>lt;sup>2</sup> The Parties must also adhere to the specific obligations outlined in the applicable programs incorporated into this Agreement in the Appendices.

awarding college credit. All parties agree to provide advance, timely notice of press releases, press conferences, or any promotion of the program to the public to ensure all parties approve of messaging and have the opportunity to participate. ISD agrees not to use ACC's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving prior written approval from the ACC Vice President, Communications and Marketing, or designee.

# Statewide Goals: HB 1638

House Bill 1638, TEC, Section 28.009 (b-1) and (b-2), requires Texas Higher Education Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs to provide guidance for institutions of higher education (IHEs) and independent school districts (ISDs). The following are the specific program goals aligned with the statewide goals for the programs covered under this Agreement:

- A. Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
  - i. ACC will host and ISD will participate in an annual partnership summit for counselors, principals and other college-going influencers.
  - ii. ISD will promote to students and family's college open house programs at ACC.
  - iii. ACC will attend and present at academic programs hosted by high schools to prepare students for dual credit and college entry.
  - iv. Subject to Section 7 above, ACC and ISD will develop marketing material to provide information to students and families regarding endorsement pathway and dual credit programs.
- B. Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
  - v. ACC and ISD will share disaggregated data (See Sections 13, 14, and 15 below) related to postsecondary enrollment after high school.
  - vi. ACC and ISD will share data related to workforce employment after high school.
  - vii. ACC and ISD will share data on persistence (after first year) and degree completion.
- C. Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
  - i. ACC and ISD will develop joint shared advising and student support systems to ensure successful course completions. ACC academic success

- coordinator is responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.
- ii. ACC will provide the student dual credit orientation to new students. As needed, ACC and ISD will update the new student dual credit orientation.
- D. Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
  - i. ACC will develop and disseminate to ISD designated representatives a report on student enrollment in subsequent coursework annually and in accordance with Sections 13, 14, and 15 below.
  - ii. ACC will develop a required training for faculty teaching in dual credit programs.

# **Understanding of the Parties**

- a. Nothing in this Agreement is to be construed as transferring responsibility from one party to the other.
- b. Without limitation of any provision set forth in the Agreement, the Parties expressly agree to abide by all applicable federal and state equal employment opportunity statutes, rules, and regulations.
- c. Subject to the applicable laws and to the regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, infra, FERPA, and any other applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- d. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the parties agree that the public safety departments from both ACC and ISD will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both parties executing the Agreement.
- e. In accordance with the Family Educational Rights and Privacy Act (FERPA), ACC and ISD will protect ISD students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.

#### Indemnification

To the extent permitted by the Constitution and the laws of the State of Texas, ISD agrees to indemnify, release, and hold ACC and ACC's Trustees, officers, agents, and employees harmless

from any and all claims, demands, causes of action, and liabilities (each as used herein shall be referred to as "claim") of any type or nature whatsoever (including costs and reasonable legal and expert fees) for damage to, loss of, or destruction of any tangible property or bodily injury or death to any person, arising from, in connection with, or any way incident to this agreement, to the extent finally determined to have been caused by ISD and its personnel in performance of the services.

# Criminal History Background Check and Fingerprinting Requirements

Pursuant to Texas Education Code Section 22.0834, ISD shall ensure that ACC faculty assigned to dual credit sections offered on the high school campus complete a criminal background check and fingerprinting. ACC will provide ISD with a list of names of faculty and their date of birth. Any additional information required by the ISD may be requested in accordance with Section 13: Data Sharing & Privacy.

The ISD is responsible for notifying ACC of any additional requirements that may be necessary in order to comply with the ISD's Board policies with regard to criminal history requirements for employees of entities the ISD contracts with.

# **Clery Act Obligations**

If ACC is using space on an ISD campus or facility in manner that gives ACC control over the space, including the assignment of an ACC employee as an administrator, ISD's law enforcement agency will respond in a timely manner to any requests made by ACC for statistical information of crimes that have been reported at that location so that ACC may fulfill its obligations under the Clery Act (20 U.S.C. § 1092(f)) and its regulations.

# School District Data Sharing & Privacy

The ISD will provide the following student information for all students from 6th-12th grade for the purpose of college readiness and higher education opportunities and outreach.

# Student Data Information 6-12th grade and Certified List of Graduates

- Student name (Last, First, Middle Initial)
- Date of birth
- Gender
- Grade Level
- High school graduation anticipated year
- High school endorsement
- ISD identification numbers (PIEMS ID and HS ID)
- Mailing address (Street, City, State, Zip)
- Name of school
- Parent / Guardian Name (First, Last)
- Parent/ Guardian Email address
- Parent/ Guardian Phone
- Race/Ethnicity

 College Readiness Scores: SAT, PSAT, ACT, ASPIRE, STAAR English II, STAAR Algebra I with Algebra II course grade, STAAR English III, STAAR Algebra II, TSIA, TSIA ABE, TSIA 2.0, and TSIA 2.0 Diagnostic

The data outlined above will be requested electronically in a template provided by ACC and will be provided in a timely manner as agreed upon by both Parties.

- Upon receipt of student information, ACC may use the student mailing information for the purpose of outreach and information about ACC programs.
- ACC may use student test scores and endorsement areas to determine student enrollment eligibility for specialized ACC programs.
- ACC will provide the following information to ISD following its initial entry into the program: postsecondary transition rates from ISD students to Texas institutions of higher education (taken from Texas Higher Education Coordinating Board [THECB] data); benchmark data from the prior year to show ISD student enrollment at ACC.
- ACC will provide the following annual reports to the ISD superintendent of schools and dual credit principal(s): Fall, Spring, and Summer ACC dual credit enrollments by high school; Fall, Spring, and Summer; ACC dual credit student success outcomes by high school.
- ACC will provide, upon written request from an appropriate school district
  official, information on ACC articulated credit attainment and college major
  selections by individual students. This information is designed to assist school
  personnel in educational programming and is protected under FERPA and
  may not be published.
- ACC will work with ISD to develop and use an early alert system to identify students at-risk of not completing college coursework to provide effective interventions.
- ACC and ISD will implement improvement efforts, as needed, based upon mutual review of the following data:
  - Matriculation of high school students in four-year colleges/universities and level of entry.
  - Enrollment/retention rates with basis of withdrawal.
- Additionally, ISD and ACC will provide each other with faculty qualifications and upon request to the other Party, criminal history background checks and required documents for the hiring process, as well as agree to full information sharing in the event of an investigation of a personnel matter regarding dual credit faculty.

Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the ISD and ACC shall permit only those employees authorized

to have access to the data. Both parties agree to store the data in a secure area and to prevent unauthorized access.

Upon request from ISD, ACC may provide mutually agreed-upon reports of student enrollment and course grades to designated ISD officials as allowed by FERPA. ISD will designate a school district and campus official to request such ACC reports.

This section is not exclusive to all instances in which information may be shared between the parties under FERPA. See Section 15 below on FERPA Compliance and Disclosure for additional examples.

# **Confidentiality of Data**

Both Parties will maintain the confidentiality of any and all student data shared with it in compliance with Federal Educational Rights and Privacy Act (FERPA) (<a href="https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html">https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html</a>) and its associated federal regulations. Both Parties agree not to share information with third parties unless authorized to do so by state or federal law.

Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

The College and ISD will provide a copy of Sections 13, 14, and 15 of this Agreement to any employee who transfers, maintains, accesses, or reviews any confidential data obtained in accordance with the Agreement.

The confidentiality requirements shall survive the termination or expiration of the Agreement.

# **Security Safeguards**

To ensure the continued confidentiality and security of the data, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access. In addition, both Parties shall adhere to the following safeguards when data covered by the Agreement is processed, stored, or transmitted on either Party's information resources:

i. Procedures and systems that ensure all student records provided by the College and District are kept in secured facilities and access ID such records are exclusively limited to authorized personnel.

- ii. Procedures and systems that shall require the use of secure passwords to access the data.
- iii. Mandatory training for personnel on information security, at least on an annual basis.
- iv. Procedures and systems that ensure all data is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- v. The procedures and systems developed and implemented to access the data shall ensure that any data disclosure to third parties in accordance with applicable state law (i.e. under the Texas Public Information Act or in response to an audit or other lawful reason in accordance with the Texas Education Agency or the Texas Higher Education Coordinating Board's rules and regulations) shall comply with all provision under FERPA and Texas laws governing exceptions to disclosure of confidential student information.

# Method of Access or Transfer

Individual level student survey and academic data will be transferred between designated ISD officials and designated ACC officials in a manner that maintains the confidentiality and security of individually identifiable records and data. (Typical approaches use secure File Transfer Protocol, secure cloud-based drop box, and encryption of personally identifiable data.)

# **Physical Location of Data**

Data will be housed in a secure physical or electronic facility accessible only to individuals authorized to access the data for the purposes stated in this document and the Agreement. Data will be stored in a manner that prevents unauthorized access to personally identifiable data. (Secured passwords will be used to access data stored electronically. Personally identifiable data that resides for any length of time on laptops, desktop computers, CDs, or other media will be encrypted.)

# **Notification of Security Breach**

The College and District both agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. (Tex. Bus. & Com. Code Sections 521.001-152.) Notice shall be provided to the individuals listed in Section 16(B) below.

# **Disposition of Data**

The College and ISD will maintain and destroy any data covered under the Agreement in accordance with each Parties respective policies on records retention.

# FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS

Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under the Family Educational Rights and Privacy Act (FERPA) as post-secondary students. This means a high school student who is enrolled at ACC for purposes of participating in one of these programs, regardless of age, is given the right of privacy in their educational records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing, or the parent provides proof of dependency in accordance with 34 CFR 99.31(a)(8).

For purposes of this agreement, pursuant to FERPA, the College and ISD designate each other as school officials with legitimate education interests in the educational records of the participating high school students enrolled in the College, to the extent that access to the records is required by either Party to carry out the functions of the program, enforce or comply with discrimination laws, address student safety and discipline, or any matter where a student's participation in a course or program may be affected.

ISD agrees to share disciplinary records that may affect the enrollment of a dual credit student such as suspension, disciplinary alternative education placement, expulsion; or that relate to conduct that is under investigation while the student is enrolled in a dual credit class.

Both the College and ISD will provide notice to students, parents and employees of applicable policies and procedures related to disclosure of educational records to ensure compliance with FERPA.

# Miscellaneous

# A. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of ACC or ISD, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

# B. Notice

Any notice required to be given under the provisions of this Agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have

been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Austin Community College District

Attn: Richard M. Rhodes, Ph.D.

Chancellor

5930 Middle Fiskville Road

Austin, Texas 78752

To: Manor Independent School District

Attn: Andre Spencer, Ed.D.

Superintendent

10335 US Hwy 290 E

Manor, Texas 78653

Any party may designate a different address by giving the other party ten (10) calendar days prior written notice in the manner provided above.

# C. No Waiver of Immunity

Neither ACC nor ISD waives or relinquishes any defense or right available to it under the doctrine of governmental immunity by entering into this Agreement.

# D. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

#### E. Waiver and Breach

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

#### F. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

# G. Governing Law

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision).

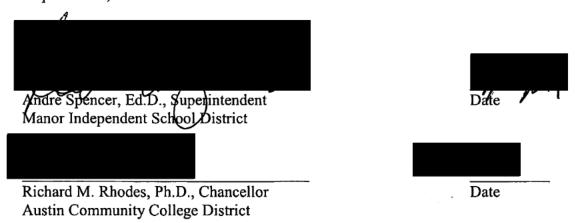
# H. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

# I. Complete Agreement

This Agreement, together with the Appendices referred to herein, contains the full understanding of the Parties with respect to the agreed upon services, obligations, and responsibilities, and supersedes all existing agreements and all other oral, written, or other communications between the Parties concerning the subject matter hereof. This Agreement will not be amended, modified, or supplemented in any way except in writing and signed by duly authorized representative of both parties.

ACC and ISD have executed and delivered this Agreement to be effective as of the Effective Date September 1, 2022.



# Appendix A

# Joining the ACC Faculty

# ACC's Commitment to High School Faculty

ACC appreciates the efforts of our ISD and high school associates. We look forward to partnering with them to improve education in central Texas. To that end, we've committed to the following series of steps to facilitate the interview process for high school instructors who wish to teach dual credit with ACC:

- ACC will provide a checklist/document (contained below) that ISDs give interested HS faculty members BEFORE they apply to ACC that clearly explains job expectations and responsibilities and prepares faculty for interviews/teaching demonstrations.
- The ISDs will provide ACC with a roster of faculty interested in adjunct faculty assignments to teach dual credit courses. The roster should include candidates' unofficial transcripts as well as resumes of work experience.
- ACC departments will conduct an initial review to determine whether the HS faculty member meet SACS standards, and if not, explain what specific next steps the faculty applicant could take.
- For those HS faculty found to be SACS qualified, they would complete an official ACC application as an adjunct faculty member.
- Within 60 days of application submission, the appropriate department will schedule an interview and teaching demonstration for the applicant and notify them of acceptance or non-acceptance. If the latter decision is made, an explanation will be offered with suggestions for next steps.
- Once accepted for hire, the HS faculty member will complete a half day training made up of two sections: (1) a general introduction to community colleges and specifically to ACC, and (2) an orientation and introduction to the specific requirements of the academic department in which the HS faculty member would teach.
- HS faculty who teach dual credit courses for ACC will be compensated with a \$500 stipend per course when taught as a part of their school district teaching load.

# Interviewing

Each department determines its own interview format. Some will use a committee, some will interview oneon-one. Many will require a teaching demonstration. It would be prudent to learn about the departmental expectations for preferred teaching style before scheduling your interview. You may be able to schedule an observation of a current ACC faculty member's class; contact department chair if you are interested.

During the interview, be prepared to discuss:

- your perceptions of the differences between high school and college course instruction/expectations
- the best book you've read in your field in the last 6 months
- how you would handle being contacted by a parent about student work
- see additional possible questions on the HR website:

- interview evaluation form:
   <a href="https://docs.google.com/viewer?a=v&pid=sites&srcid=YXVzdGluY2MuZWR1fGFjYy1mb3Jtcy1pb">https://docs.google.com/viewer?a=v&pid=sites&srcid=YXVzdGluY2MuZWR1fGFjYy1mb3Jtcy1pb</a>
   nZlbnRvcnl8Z3g6NWFiOTY3NTNIOWYvNGM3Mg
- possible interview questions (from full-time documentation):
   http://www.austincc.edu/hr/hireguide/ftfaculty/samplegs.html

# Checklist for Prospective Dual Credit Instructors

High school faculty who are interested in teaching dual credit courses on their high school campus for Austin Community College need to be aware of expectations from both their high school and the community college. This checklist will help acquaint instructors with the similarities and differences in requirements for teaching across both school levels. Where there are differences between the requirements listed below, an <a href="mailto:asterisk">asterisk</a> indicates which rules apply when dual credit courses are being taught. In some cases, the college rules will apply, in some cases, faculty will have to adhere to both the college and high school requirements.

# Basic Qualifications:

SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) is the accrediting body for Austin Community College. Every prospective dual credit instructor at ACC must meet these minimum requirements. The requirements are below, and more detailed credentialing requirements by course can be found at: <a href="http://www.austincc.edu/employment-at-acc/full-time-and-adjunct-faculty-position-information/minimum-credential-qualification-requirements">http://www.austincc.edu/employment-at-acc/full-time-and-adjunct-faculty-position-information/minimum-credential-qualification-requirements</a>

To teach:	Faculty must have:
Academic courses toward AA or AS degrees	Master's degree in teaching discipline or Master's plus 18 graduate hours in teaching discipline
Workforce courses toward AAS degree	Bachelor's degree or higher in the discipline or Associate's degree in the discipline plus three years documented work experience in the field
Courses toward certificate only	High school diploma  plus three years of documented work experience in the field  plus proof of specialized training in the field, e.g., license, certificate, non-credit coursework in the discipline
Developmental courses	Bachelor's degree in the discipline or a related discipline plus either one year of high school teaching experience in the discipline or one graduate course in teaching under-prepared students
EDUC 1300: Effective Learning	Master's Degree in Psychology, Educational Psychology, or Education or  Master's Degree <u>plus</u> 20 hours of ACC training for teaching the student success course

# Mission and Values

# Community Colleges - General

The mission of community colleges is to support student access to and success in higher education. You can learn more about the goals of community colleges in general by visiting the website for the American Association of Community Colleges: <a href="https://www.aacc.nche.edu/">https://www.aacc.nche.edu/</a>

# Austin Community College – Mission and Values

Austin Community College has a clear focus on student success. Our goal is to provide central Texans with high-quality educational opportunities that prepare students for transfer or employment and increase equity for all. You can learn more about our mission, values, and goals here: <a href="http://www.austincc.edu/board-of-trustees/board-policies">http://www.austincc.edu/board-of-trustees/board-policies</a>

# Accreditation and Governing Bodies

ACC's policies are guided by the work of several groups. To help you understand some of the abbreviations in the checklist below, you may be interested in learning more about these groups.

ACC's accrediting body is SACSCOC (Southern Association of Colleges and Schools Commission on Colleges). ACC must adhere to the requirements set forth by this agency. You can learn more about SACSCOC, including its mission and values here: <a href="http://www.sacscoc.org/">http://www.sacscoc.org/</a>

THECB (Texas Higher Education Coordinating Board) guides the efforts of public colleges and universities in Texas. You can learn more about this organization here: <a href="http://www.thecb.state.tx.us/">http://www.thecb.state.tx.us/</a>

ACC has a service area designated by the State Legislature consisting of most of six counties in Central Texas and 26 public school districts. Within the service area, ACC has a taxing district that is comprised of Austin, Round Rock, Leander, Hays, Elgin, Del Valle and Manor school districts as well as the parts of other districts that are in the City of Austin. Residents vote themselves into the taxing district. As tax-paying residents, students who attend ACC pay lower tuition and fees than residents from out-of-district areas. Tuition and fee rates, as all ACC policies, are approved by the elected ACC Board of Trustees.

# Coursework Expectations

# Course Content

High School	College*
Content is determined by the TEKS (Texas Essential Knowledge and Skills).	Content is guided by THECB and the ACC department guidelines.
	Focus is on meeting learning outcomes through content that is chosen by the faculty member and approved by the department. The faculty member has high levels of control of the specific content that is covered.
	ACC supports the idea that across every level of education, expectations for student learning should increase. As such, courses taught at the College level should require students to meet even higher standards than those same courses taught in high school. See comparative expectations for various educational levels from the Degree Qualifications Profile (DQP) here: <a href="http://www.degreeprofile.org/press">http://www.degreeprofile.org/press</a> four/wp-content/uploads/2014/09/DQP-grid-download.pdf

# Academic Freedom

High School	College*
Standards and expectations are guided by the TEKS. Faculty must meet all standards.	Standards are part of accreditation, but so is a high degree of academic freedom.
Freedom is in how you teach content.	There is more flexibility in what content is taught, and how it is taught in covering department and college-approved learning outcomes.

# **Grading Policies**

High School	College*
Determined by campus and/or ISD policies.	Guided by departmental requirements. Some departments have explicit requirements, others provide more flexibility in grading to the instructor.
Policies may require reteach and retest.	Faculty may choose to, but are not required to allow multiple attempts on assignments or exams.
Consequences for attendance are determined by State law and district policies.	Consequences for attendance and adherence to course deadlines are determined by the instructor.

# Learning Outcomes and Competencies

High School	College*
Must meet TEKS guidelines.  Additional outcomes can be required by campus and/or	Must meet SACSCOC guidelines, THECB core curriculum requirements, ACC general education competencies, course SLOs (student learning outcomes), and PSLOs (program-level student learning outcomes).
district.	See more information here:
See details here: http://tea.texas.gov/curriculum/teks/	http://www.austincc.edu/offices/academic-outcomes-assessment/general-education-and-core-curriculum/assessments
	http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/acgm.htm
	Assessment of student achievement of learning outcomes at ACC is done through the framework of the Discipline Assessment Cycle (DAC). Every department develops its own assessment plan, which is communicated to faculty teaching courses in that discipline. Additional general information about the DAC can be found at:
	http://www.austincc.edu/offices/academic-outcomes- assessment/discipline-assessment-cycle

# Regulations of Privacy

High School	College*
Follow FERPA - parents and guardians have access to student information.	Follow FERPA - only student has access to information, regardless of their age. Students may choose to fill out paperwork to allow parents to have access.
	See further information here: <a href="http://www.austincc.edu/ferpa">http://www.austincc.edu/ferpa</a>

# Disability Services

High School	College*
Follow ARD paperwork or 504 plan. All accommodations and modifications must be provided.	In the college setting, course and curriculum modifications are not required for students with disabilities. However, accommodations will be approved by college Student Accessibility Services (SAS) office on a course by course, case by case basis. Approved accommodations must be implemented by faculty.
	Students must provide a Notice of Approved

Accommodations signed by an SAS Coordinator to faculty <u>before</u> any accommodations can be provided. <u>Accommodations may not be provided before faculty receive a Notice of Approved Accommodations.</u> The provision of accommodations is not retroactive.
Learn more here: http://www.austincc.edu/support- and-services/services-for-students/student- accessibility-services-and-assistive-technology

# Classroom Details

# Syllabus

High School	College*
Syllabus requirements are guided by district and/or campus procedures. Students may or may not be given a syllabus for each class.	All faculty are required to provide a syllabus on the first day of class, and to post the syllabus online (see details about online submission below under Administrative Requirements / Other Requirements - lighthouse).
	There are specific requirements for syllabus content guided by departments.
•	Master syllabi for courses are available online: <a href="http://www.austincc.edu/offices/academic-outcomes-assessment/master-syllabi/master-syllabi-repository">http://www.austincc.edu/offices/academic-outcomes-assessment/master-syllabi/master-syllabi-repository</a>

# Contact Hour Requirements

High School	College*
None for faculty.	SACSCOC and THECB have strict requirements for
	instructional time per course. Courses are scheduled
	to fulfil these requirements, so ACC does not allow
	faculty to end class early, or cancel class.

# Calendar

High School	College*
Calendar is more flexible to account for student schedules and school activities.	Due to contact hour requirements, there is very little flexibility in the calendar.
	You may need to work with your ISD to adjust class meeting days to maintain required contact hours as necessary.
	The ACC calendar, including withdrawal deadlines and other important dates can be found here: <a href="http://www.austincc.edu/calendars/important-dates-and-deadlines">http://www.austincc.edu/calendars/important-dates-and-deadlines</a>

# Administrative Requirements

# **Evaluation Process**

High School	College*
School district evaluation policies will be followed.	Evaluated by Department. Faculty must complete portfolios each year, and input forms each semester (FIF). Each department will share their process with faculty.
	Student evaluations must be completed every semester.
	See evaluation details here: <a href="http://www.austincc.edu/hr/eval/faculty.php">http://www.austincc.edu/hr/eval/faculty.php</a>

# Attendance Certification

High School	College*
Daily attendance is required and must be posted for all courses.	Faculty are not required to take daily attendance, however course attendance certification is required by census date. See details here: <a href="http://www.austincc.edu/facstaff/attendance-certification-questions-and-answers">http://www.austincc.edu/facstaff/attendance-certification-questions-and-answers</a>

# **Grade Submission**

High School	College*
Guided by district policy in HS only classes.	Grades are submitted online (http://www.austincc.edu/online-services) and deadlines are specified each semester by the academic calendar.

# Required Training

High School*	College*
Many required trainings, guided by district and/or campus.	ADA and Sexual Harassment annually.
	Dual Credit Adjunct Training inclusive of Departmental Training as required (four hours in total); all new faculty must be assigned a mentor.

# **Professional Development**

High School*	College*
District and SBEC rules apply.	ACC requires 12 clock hours for Full-Time faculty and 4 clock hours for Adjunct faculty each fiscal year.
	Selections must be approved by your department chair.

# Departmental Meetings

High School*	College*
Mandatory as determined by campus procedures.	Departments determine meeting frequency. New high school adjuncts are expected to attend at least one generally at the beginning of the Fall or Spring semester.

# Other Requirements

High School	College*
Varies by District.	Syllabus, Curriculum Vita (Resume), and office hours must be posted on lighthouse. (http://www5.austincc.edu/lighthouse/)
	ACCmail (email) is the primary form of communication between the college and faculty members as well as between students and faculty members. All faculty are expected to access their ACCmail regularly. (http://www.austincc.edu/accmail)

# How ACC will support you in your teaching

# **ACCeID**

All online resources at ACC are accessed through a secure system. You will need a login and password known as the ACCeID. (http://www.austincc.edu/acceid)

# Online Learning Management System

High School	College*
Determined by campus and or district.	Blackboard is the LMS. Training is available online through Instructional Resources and Technology: <a href="http://irt.austincc.edu/blackboard/">http://irt.austincc.edu/blackboard/</a>

# Contact person

High School*	College*
High school liaison varies across each campus (i.e. Counselor, Administrator, Coordinator)	High School Programs liaison.  Jason Sanchez ( <u>isanche1@austincc.edu</u> ) – Interim Director, High School Programs Enrollment and Partnerships  Dr. Melissa Biegert ( <u>melissa.biegert@austincc.edu</u> ) – Director, High School Programs Academic Success  Mison Zuniga ( <u>mzuniga@austincc.edu</u> ) – Interim Associate Vice Chancellor, College and High School Relations

# Support for Students and Faculty

ACC provides many services to support students. Faculty should be aware of these, to ensure that students are given the assistance they need. Learn more about ACC support services here: <a href="http://www.austincc.edu/support-and-services">http://www.austincc.edu/support-and-services</a>

Students and faculty can both benefit from ACC Library Services. Learn more about resources here: <a href="http://library.austincc.edu/">http://library.austincc.edu/</a>

ACC also has employee associations to support faculty. If you are selected as an adjunct, you may wish to consider taking an active role in the Adjunct Faculty Association: <a href="http://sites.austincc.edu/afa/">http://sites.austincc.edu/afa/</a>

The Texas Community College Teachers Association is an organization devoted to all community college teachers. Here, you can learn about teacher's issues and get legal support. <a href="http://www.tccta.org/">http://www.tccta.org/</a>

#### Additional Resources

This checklist is just the beginning. There is more to learn about becoming a part of the ACC faculty. We encourage you to explore more by reviewing the ACC Faculty Handbook here: <a href="http://www.austincc.edu/offices/human-resources/faculty-handbook">http://www.austincc.edu/offices/human-resources/faculty-handbook</a>

You will also find helpful information on the ACC website for Faculty and Staff: <a href="http://www.austincc.edu/facstaff2">http://www.austincc.edu/facstaff2</a>

# Appendix B

# **Dual Credit Program Agreement**

# **Purpose**

ACC and ISD enter into the following program agreement to provide Dual Credit for ISD students. Dual Credit requirements are identified in 19 TAC Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges, §4.85.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations, §4.84 and ACC Board Policy GH (LEGAL):

# **Eligible Dual Credit Courses**

Eligible dual credit courses are (a) courses identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual and included in ACC's Core Curriculum; or (b) be identified as a college-level workforce education course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses. Approved courses for the dual credit program are included at the end of this appendix.

# GENERAL PROVISIONS FOR DUAL CREDIT

# **DEFINITIONS**

1) Dual credit is defined as enrollment of a high school student in a college to receive simultaneous academic credit for the course from both the college and the high school This Agreement hereby incorporates by reference all dual credit requirements defined in the Texas Administrative Code ("TAC") and the accreditation requirements established by the Southern Association of Colleges and Schools Commission on Colleges, as such may be amended during its term.

#### **ELIGIBLE COURSES**

- Courses must be identified as college-level academic courses in the current edition of the Lower Division General Academic Course Guide Manual and be included in ACC's Core Curriculum; or be identified as a college-level workforce course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses.
- 2) Instruction, instructional materials, and grading will be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the main campuses of the College.

#### STUDENT ELIGIBILITY

- 1) To participate in Dual Credit, students must meet the College's entrance requirements (including satisfactory completion of the Texas Success Initiative (TSI) in the areas required for the course(s) in which they wish to enroll or documentation of exemption status).
- 2) Dual credit students must have successfully completed eighth grade.

# LOCATION AND STUDENT COMPOSITION OF CLASSES

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning. Courses taught at the high school may only be composed of dual credit students only. Courses taught on the college campus may be composed of dual and regular college credit students.

As part of this program agreement, ISD will assign ACC faculty to a classroom to carry out the functions of the dual credit program for courses located on ISD campus. ISD retains control of all classroom space under this agreement. In order to ensure the program is equipped for college-level instruction, ISD will provide the following:

- Adequate board space.
- Computer/Laptop equipment with projection.
- Upon advanced written request from ACC faculty for multimedia equipment, ISD will provide notice of availability of such equipment and provide it if it is available.
- Internet access that lifts ISD's firewall restrictions during delivery of instruction of dual credit courses to ensure comparable delivery of instruction and access to course materials, as found in college-level courses.
- A classroom that is available and ready within allotted instructional class time(s).
- Designated parking location for teaching faculty.

ISD will designate an official contact that will facilitate classroom instructional program needs listed above. ISD will notify ACC High School Programs Office of the name and contact information of the designated liaison.

In addition to Section 9(d) in the Agreement, ISD agrees to provide ACC copies of all documents concerning any applicable rules, regulations, policies and procedures of ISD related to security or restriction, which would be applicable to ACC faculty while present on ISD campus.

#### **TRANSPORTATION**

The College assumes no obligation or responsibility for the transportation of students to or from ACC campuses for the dual credit course provided in this agreement.

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning.

# FACULTY SELECTION, SUPERVISION, AND EVALUATION

- 1) All instructors must meet the minimum faculty requirements as specified by ACC in accord with the guidelines of the Southern Association of Colleges and Schools Commission on Colleges.
- 2) The College shall select, supervise, and evaluate instructors for courses that result in the award of credit, regardless of the location of the course.
- 3) High school instructors applying to teach dual credit courses should complete the steps specified in the "Joining the ACC Faculty". See Appendix A.
- 4) High School instructors who teach dual credit courses on a high school campus as a part of the ISD teaching load will be paid a stipend by ACC \$500 per course section.
- 5) Instructors, even if employed by and paid by an Independent School District, must be supervised in instructional matters by the ACC Department Chair and must meet all administrative and evaluation requirements and attend required faculty training including dual credit faculty training
- 6) Official college transcripts of instructors must be kept on file at the College.
- 7) All availability of courses structured under Dual Credit are contingent upon the availability of ACC faculty. Students may need to take classes on an ACC campus to continue with a sequence.

# COURSE CURRICULUM, INSTRUCTION, AND GRADING

- 1) The curriculum for any course offered by ACC for dual credit shall be the regular college curriculum.
- 2) Instruction of college courses that may be used for dual credit shall be held to the same departmental and curricular standards as all other courses in that discipline.
- 3) The same standards of grading shall apply for all courses taught by ACC, regardless of whether the course is delivered on an ACC campus or high school campus.
- 4) To the extent possible, ACC will ensure use of the same textbook for the same course taught within a two-year cycle starting Fall 2022.

#### ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

Regular academic policies applicable to courses taught at one of the college's campuses also apply to dual credit courses taught at a High School or ACC campus. Students in dual credit courses are eligible to utilize the same or comparable College support services as all other College students.

#### TRANSCRIPTING OF CREDIT

High School and College credits will be transcribed immediately upon a student's completion of course(s) each semester.

ISD will provide ACC with final transcripts for dual credit students that plan to attend ACC post high school graduation.

#### **FUNDING**

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 (TEC 42.005(g)) and the Board (TEC 61.059(p) and (q)). The College may claim funding for all students getting college credit in core curriculum, foreign language, or career and technical education courses.

#### TUITION AND FEES WAIVER

Austin Community College will waive tuition and fees for up to 12 eligible classes. Out-of-district students will be charged a \$150 per-course fee for courses taken at any ACC Campus, Center, or via distance learning for up to 12 eligible classes. Out-of-district students will not be charged the per-course fee if they take classes scheduled at their high school campus or demonstrate financial need through documented eligibility for free lunch or family eligibility for public assistance. Documentation must be submitted each school year for eligibility.

The dual credit tuition and fees waiver will only be applied to college credit courses that are a part of the ACC Core Curriculum or a workforce course included in a certificate or associate of applied science degree and foreign language courses. All remaining ACC courses will be assessed regular tuition and fees according to a student's residency.

Course withdrawals and dropped courses will be counted against the 12-course waiver limit after the second class day of each session. The student will be charged full tuition and fees based on residency for courses taken above the 12-course waiver limit and non-eligible courses.

The dual credit tuition and fees waiver is subject to change without notice by the ACC Board of Trustees.

District	College Course	College Course Num	High School Course Name
Manor	Art Appreciation	ARTS 1301	Art Appreciation I
Manor	Stellar Astronomy	ASTR 1303	Astronomy
Manor	Solar System Astronomy	ASTR 1304	Astronomy
Manor	Life on Earth	BIOL 1309	
Manor	Physiology	BIOL 2404	Anatomy & Physiology
Manor	DC Circuits	CETT 1403	AC/DC Electronics
Manor	AC Circuits	CETT 1405	AC/DC Electronics
Manor	Digital Fundamentals	CETT 1425	Digital Electronics
Manor	Introduction to Theatre	DRAM 1310	Theatre III
Manor	Principles of Macroeconomics	ECON 2301	Economics Free Enterprise
Manor	Effective Learning	EDUC 1300	Skills
Manor	Electromechanical Systems	ELMT 2441	Practicum in Manufacturing I
Manor	Introduction to Computing	COSC 1301	Mangament
Manor	Composition I	ENGL 1301	English III Part A
Manor	Composition II	ENGL 1302	English III Part B
Manor	British Literature I	ENGL 2322	English IV
Manor	British Literature II	ENGL 2323	Independent Study in English
Manor	Science	ENVR 1301	Environmental Systems
Manor	Science	ENVR 1302	
Manor	US Government	GOVT 2305	US Government
Manor	Government	GOVT 2306	Studies II
Manor	US History I	HIST 1301	Studies I
Manor	US History II	HIST 1302	US History
Manor	Geography	GEOG 1301	
Manor	Introduction to Humanities I	HUMA 1301	Humanities I
Manor	Introduction to Humanities II	HUMA 1302	Humanities II
Manor	College Algebra	MATH 1314	Independent Study in Math
Manor	College Mathematics	MATH 1332	Independent Study in Math
Manor	Interface	MUSC 1331	Music Theory I
Manor	Musician	MUSC 1373	Music Appreciation
Manor	Hip Hop Production I	MUSC 1372	Music Production I
Manor	Synthesis I	MUSC 1333	Applied Music

Manor	II/Synthesis II	MUSC 2372	Music Production II
Manor	Synthesis II	MUSC 2345	Applied Music II
Manor	Introduction to Psychology	PSYC 2301	Psychology
Manor	Introduction to Sociology	SOĆI 1301	Sociology
Manor	Beginning Spanish I	SPAN 1411	Spanish III
Manor	Beginning Spanish II	SPAN 1412	Spanish IV
Manor	Public Speaking	SPCH 1315	Communication Applications

# Appendix C

# Early College High School Program Agreement

# **Purpose**

ACC and ISD enter into the following program agreement for the implementation of an Early College High School, as designated by the Texas Education Agency under the authority of the Texas Education Code 29.908(b) and Texas Administrative Code 102.1091.

The purpose of this agreement is to provide an opportunity for students, especially those who are at risk of dropping out of school, who wish to accelerate completion of the high school, or who are in the first generation of their family to attend college, to earn a high school diploma and up to 60 hours of college credit and/or an Associate's Degree upon graduation from high school.

The Parties to this agreement desire to collaborate in the operation of an Early College High School (ECHS) program to prepare students for successful college and career transitions through the integration of high school, college, and career services with a commitment to collaboration in planning, implementation, and continuous improvement.

The services provided by this partnership are pursuant to the authorities of:

- (a) Texas Education Code 29.908(b) which allows for the creation of Early College Educational Programs through an articulation agreement between Independent School Districts and Institutions of Higher Education for the purpose of providing high school students the opportunity to earn up to 60 hours of college credit and/or an Associate's Degree; and
- (b) Texas Administrative Code 102.1091 which allows for the implementation of Early College Educational Programs as Early College High Schools, through an application process that includes approval and oversight by the Texas Education Agency (TEA);
- (c) Having been approved by the TEA to create an ECHS partnership, the Parties enter into this agreement.

By this agreement, the Parties agree to the following:

### 1. Governance

ACC and ISD will collaborate in the planning, implementation, and evaluation of ECHS programs, processes and services through a joint Steering Committee and specialized work groups as needed. The Steering Committee will convene monthly during the first year for new early college high schools. Steering Committee meetings will convene on an agreed upon schedule for continuing schools progressing through the TEA ECHS blueprint for designated schools. Steering Committees will be comprised of college, district, and high school campus leadership staff who will collaborate to further the goals of the ECHS partnership.

ISD will administer the high school program to include the responsibility for college-readiness and high school graduation.

ACC is responsible for guiding and supporting the operation of the Early College High Schools under the direction of the ACC Associate Vice President-Office of College & High School Relations. ACC will be responsible for delivery of college services and will provide support and assistance to the ISD Early College High School Program, including reporting information designed to improve ECHS student retention and completion rates.

ACC and ISD will collaborate to provide the necessary support to ACC faculty, as well as SACSCOC-Qualified, High School Certified Faculty (SQHSCF), to ensure successful program implementation. Specific aspects of the support provided will be determined in joint meetings held subsequent to the execution of this agreement. Regular meetings between ACC staff and appropriate ISD staff will be held to ensure successful program implementation.

ACC and ISD will communicate with each other as necessary to share information and coordinate policies regarding grading periods, courses of study, curriculum alignment, instructional calendar, scheduling of classes, student enrollment and attendance.

# 2. Location & Facilities

ISD will operate the following ECHS program(s) at the following ISD campus:

Manor Early College High School

In addition, the following ACC campuses will provide dual credit courses as part of the ECHS program (Campus location subject to change based on course availability):

• ACC Elgin Campus

ACC will provide ECHS students with access to all ACC facilities, including libraries, study rooms, learning labs, etc. ACC will provide ACC institutional support for college-related activities needed to implement the ECHS, including necessary facilities for all courses for ECHS students taught on an ACC campus.

All ACC classes for the ECHS program will be taught on an ACC campus, except for the EDUC 1300 course taught on the students' home campus by a SQHSCF.

# 3. Curriculum, Instruction and Professional Development

ISD will ensure the vertical alignment of college readiness skills and a college going culture for students feeding into ECHS and students currently enrolled in the ECHS.

ACC will be responsible for all ECHS dual-credit courses working with the ISD ECHS Principal/Director or designee and ACC staff as necessary to deliver the agreed-upon ECHS program.

ISD will participate in planning to ensure that the necessary dual credit classes are scheduled in a timely manner to facilitate the goals of the ECHS. ACC will ensure that dual credit courses are delivered, and course loads of SQHSCF or other faculty adjusted as needed to accomplish the goals of the ECHS. Where necessary and agreed upon, ACC will create, to the extent possible, additional ACC class sections to facilitate the goals of the ECHS. Requests by ISD for additional class sections must comply with the timelines required by ACC for enrollment and staffing.

ACC will ensure that dual credit courses are equivalent to corresponding College courses with respect to curriculum, materials, instruction, and method/rigor of student evaluation. ISD administration will facilitate adherence to requirements imposed by ACC academic departments to ensure the rigor of coursework and college level standards among SQHSCF.

If ISD, uses a specific college preparatory program such as AVID college program, ISD will provide program training for all ECHS staff.

ISD will assist with campus orientation and information to ACC faculty who are not part of the high school faculty, and will provide information about the standards of conduct for school district faculty and any rules and regulations unique to the high school environment.

ACC and ISD will facilitate SQHSCF participation in ACC orientation activities, ACC professional development and required evaluation activities, and college and student success initiatives. ISD will provide release time as necessary for SQHSCF to attend college orientation sessions and to participate in college staff development activities as necessary to maintain good standing in the ACC academic department. ACC will provide each ISD employee teaching a dual credit course in the ECHS Program a stipend of \$500 per section, for required professional development.

# 4. Grading Periods and Policies

ACC will work with ISD to develop a process for students to receive official numerical grades for courses completed to assist with the high school ranking system.

ISD will ensure ECHS students receive grades within three school business days of the closure of the semester. ACC will ensure all ECHS students are given midterm grades.

ACC will ensure final grades for ECHS students are submitted no later than the Wednesday after the semester closes.

# 5. Faculty and Staffing

ISD will provide a principal or director who is assigned 100% to the ECHS and has scheduling and budget authority. ISD will provide an Early College High School Coordinator to oversee the administration of the program.

ISD will pay for all salary and benefits for SACSCOC-Qualified, High School Certified Faculty (SQHSCF) who are ISD employees assigned to teach ECHS courses. ACC will assist prospective ACC faculty candidates employed by ISD with information regarding the faculty hiring process,

and will serve as a liaison when necessary between the ACC academic department and the candidate. (See Appendix A-Joining the ACC Faculty.)

ISD may provide SACSCOC-Qualified, High School Certified Faculty (SQHSCF). ISD will facilitate the identification of SQHSCF and their participation in the ACC faculty hiring process.

ISD will ensure that there are sufficient school-district staff resources, student records support, and scheduling support necessary to deliver the agreed-upon course sections required in the ECHS program. ISD will invite ACC department representatives to participate in the hiring process for any SQHSCF the district is considering hiring to teach in an ECHS program.

ACC will work with ACC academic departments to encourage the hiring of SQHSCF who meet department standards for adjunct faculty. ACC will create a program to incentivize faculty to work with the dual credit program, including partnering with ECHS teachers.

#### 6. Tuition and Fees

Students enrolled in an ECHS program course for high school graduation credit will not be required to pay for tuition, fees, or required textbooks. ISD shall pay for any tuition, fees, or cost of textbooks not waived by ACC.

ACC shall invoice ISD each semester for services provided, as agreed upon. Payment for any invoiced amount is due within 30 calendar days of invoice date.

ACC will charge ISD the amount of \$100 per course taken for students participating in the ECHS Program who reside within ACC's taxing district, and \$150 per course taken for students who reside outside ACC's taxing district.

ISD will reimburse the college at a rate of \$100 in-taxing district/\$150 out- of-taxing district per student enrolled in regular college credit course.

State funding for high school and college credit will be available to the ISD and ACC based on the current funding rules of the Texas Education Agency and the Texas Higher Education Coordinating Board.

Upon graduation of high school and completion of the ECHS program, students are subject to regular tuition and fees.

#### 7. Instructional Materials

ISD will purchase college textbooks and other required college instructional materials for participating ECHS students and will assist with the coordination for the receiving, inventory, and distribution of college textbooks for participating ECHS students. For the purposes of this agreement, ISD is allowed to buy books from the ACC bookstore whenever it is more expedient and efficient. ACC will assist with the coordination for the provision of textbooks to ECHS students.

ISD will purchase all necessary "blue books," scantrons, or other testing materials for participating ECHS students.

ACC will ensure use of the same textbook, to the extent possible, for the same course taught within a two-year cycle starting in Fall 2022.

ACC waives all lab item costs for ECHS students.

# 8. Transportation

ISD will provide transportation for ECHS students to and from the ACC campus for college credit classes for all semesters where students are enrolled.

ISD will provide transportation for students to ACC campuses as necessary to support the goals of the ECHS, including a minimum of six visits per year to the college campus for ECHS students not yet taking courses on an ACC campus. These visits will allow students to participate in advising, career exploration, and other possible activities to prepare them for success in the ECHS.

#### 9. Student Enrollment and Attendance

ISD will provide college advisement to ECHS students each semester, including the transferability of all college credit offered and earned. ISD's Guidance and Counseling Department will facilitate enrollment of students into the ECHS and in meeting all requirements to take ACC courses. ACC will act as a resource for ISD's Guidance and Counseling Department to facilitate the college enrollment process for ECHS students.

Application and recruiting for completion of the Associate's Degree will be for 9th and 10th grade students only. Students must demonstrate satisfactory reading and writing scores on the Texas Success Initiative (TSI) college placement exam, unless the requisite proof of exemption of waiver is provided. Students must also complete the ACC enrollment process and register for ACC's approved sequence of classes before the stated registration deadline.

Students admitted to the ECHS who do not demonstrate college readiness by the end of 10th grade will be removed from the ECHS program and served through ACC's dual credit options outside of the ECHS program.

ISD will ensure open enrollment into the ECHS program through the 10th grade year. Prospective students who do not meet TSI requirements will be provided specific coursework to learn the skills necessary to successfully complete the TSI test. ACC will ensure open enrollment, provided students seeking enrollment in the ECHS have passed TSI within the required timelines and deadlines to register and enroll in ACC courses.

If the number of applicants exceeds program capacity, a blind lottery will be used to determine which students are accepted into the program. Students not accepted into the program will be placed on a waiting list. If an accepted student moves outside of the district or chooses not to enter the program before the semester, the next student on the waiting list will be offered entry into the program.

# 10. Student Supports, Services and Resources

ISD will provide support as needed for college-related activities necessary to implement the ECHS, including activities scheduled during the school day.

ISD and ACC will collaborate to facilitate as appropriate the provision of student support services, including electronic resources delivered via technology, for students enrolled in college courses.

ISD will ensure that counselors hold at least two intervention meetings with ECHS students who are in danger of being dropped from the program. ISD will work with ACC to develop and implement an early alert system to identify ECHS students at-risk of not completing college coursework and to provide effective interventions to support those students.

ACC will partner with ISD to create a process for communicating faculty-initiated withdrawals for students who are not in compliance with course policies or not meeting course objectives in the syllabus. ISD shall develop a plan to transition ECHS student into a high school credit recovery or other applicable program.

ISD shall ensure that its ECHS Student Handbook requires students enrolled in the ECHS Program to adhere to all ACC enrollment, attendance, and conduct policies as specified in the ACC Student Rights and Responsibilities Handbook. ACC will develop new student orientation for ECHS students to review campus policies.

ACC will provide ISD with student data in accordance with Section 13: Data Sharing & Privacy, under the Terms & Conditions of the Agreement, to assist counselors in monitoring and guiding students' academic process at least once per semester.

ACC will require all ECHS students to complete a midterm student self-report.

# 11. Instructional Calendar and Administration of Statewide Assessments

The ECHS shall comply with State Board of Education Rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. ISD will coordinate TSI testing for prospective and current ECHS students following college testing guidelines. ACC will collaborate with ISD staff and provide support for TSI testing as agreed upon for ECHS students.

ISD and ACC will review academic calendars and identify conflicting dates (holidays, exams, and national testing dates). ISD will ensure ECHS students satisfy their college attendance requirements regardless of conflicts.

#### 12. Recruitment and Promotion

ISD ECHS campus staff shall visit all district middle schools and meet with all 8th graders to encourage them to enroll in the Early College High School Program.

ISD will encourage participation in the Early College High School Program through distribution of promotional materials to middle schools, information sessions for parents, information to middle school principals and counselors, development of a marketing plan, and participation in middle school and high school fairs. ACC will assist in providing ISD counselors with ECHS information for parents and students.

ACC ECHS staff will collaborate with relevant ACC Departments to provide promotional and informational materials about ACC programs to ISD counseling staff, including posting materials at the ACC campuses to promote the ISD and ACC partnership and including materials at all ACC campuses where the ECHS Programs are housed.

ACC will participate in ISD events, as appropriate, to promote the ECHS Program.

# 13. Provisions for Discontinuing the ECHS Operations

These provisions supersede Section 5: Term/Termination, under the Terms and Conditions of this Agreement, as required by the ECHS Blueprint. ISD and ACC will work together to discontinue the programs in accordance with the following requirements:

- An ECHS with an 11<sup>th</sup> grade cohort must continue operations through that cohort's scheduled graduation from the ECHS. Services to enrolled 9<sup>th</sup> and 10<sup>th</sup> grade students may be continued through graduation, if agreed upon by ACC and ISD.
- An ECHS with only grade 9 and grade 10 cohorts must discontinue operation at the end of the school year in which ISD and ACC decide to close the ECHS.
- The ECHS may not enroll any new students while in the process of discontinuing operation.
- ACC and ISD will continue to meet all required design elements and provide full support for all student enrolled in the ECHS.

# Appendix D

# **Career Academy Program Agreement**

#### **Purpose**

ACC and ISD enter into the following program agreement to provide Dual Credit for ISD students. Dual Credit requirements are identified in 19 TAC Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges, §4.85.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations, §4.84 and ACC Board Policy GH (LEGAL):

# **Eligible Dual Credit Courses**

Eligible dual credit courses are (a) courses identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual and included in ACC's Core Curriculum; or (b) be identified as a college-level workforce education course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM). Approved courses for the Career Academy Program are included at the end of this appendix.

# General Provisions for Career Academy Participation

# Career Academy Program

- 1. A Career Academy provides high school students with an opportunity to earn entry-level certificates through completion of workforce dual credit courses.
- 2. If the Career Academy Program is located at an ISD High School, the ISD High School must be approved by ACC as a Career Academy participating school.
- 3. Career Academy students qualify for the same 12-course waiver as dual credit students.
- 4. If the Career Academy Program is located at an ACC campus, the ISD agrees to transport students to an ACC Campus, which hosts the selected Career Academy.
- 5. Some Academies may require demonstration of college readiness prior to acceptance into program.
- 6. Career Academy students qualify for articulated credit as part of their career pathway.

### **Student Eligibility**

- 1) To participate in a Career Academy Program, students must meet the College's entrance requirements depending on Academy Program (including satisfactory completion of the Texas Success Initiative (TSI) in the areas required for the course(s) in which they wish to enroll or documentation of exemption status).
- 2) Career Academy students must have successfully completed eighth grade.
- 3) Career Academy students must complete the Academy Application to be eligible for acceptance into the Academy.

# **Location and Student Composition of Classes**

Career Academy college classes will be taught on the college campus, a college approved site or via distance learning. Courses taught at the College may be composed of dual credit and regular College students.

ISD agrees to transport students to an ACC campus (campus location subject to change based on course availability) which hosts the selected Career Academy for Computer Information Technology.

a. ACC San Gabriel Campus

# Faculty Selection, Supervision, and Evaluation

- 1) All instructors must meet the minimum faculty requirements as specified by ACC in accordance with the guidelines of the Southern Association of Colleges and Schools Commission on Colleges.
- 2) The College shall select, supervise, and evaluate instructors for courses that result in the award of credit, regardless of whether the course is delivered on an ACC campus or high school campus.
- 3) High school instructors applying to teach dual credit courses should complete the steps specified in the "Joining the ACC Faculty". See Appendix A of this Agreement.
- 4) High School instructors employed by the ISD who teach dual credit courses on a high school campus as a part of the ISD teaching load will be paid a stipend by ACC in the amount of \$500 per course section.
- 5) Instructors, even if employed by and paid by an Independent School District, must be supervised in instructional matters by the ACC Department Chair and must meet all administrative and evaluation requirements and attend required faculty training.
- 6) Official college transcripts of instructors must be kept on file at the College.

# Course Curriculum, Instruction, and Grading

- 1) The curriculum for any course offered by ACC for dual credit shall be the regular college curriculum.
- 2) Instruction of college courses that may be used for dual credit shall be held to the same departmental and curricular standards as all other courses in that discipline.
- 3) The same standards of grading shall apply for all courses taught by ACC, regardless of whether the course is delivered on an ACC campus or high school campus.
- 4) To the extent possible, ACC will ensure use of the same textbook for the same course taught within a two-year cycle starting Fall 2022.

# **Academic Policies and Student Support Services**

Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses. Students in dual credit courses are eligible to utilize the same or comparable College support services as all other College students. ACC will provide student support through registration and academic advising, mid-term advising, early alert system, and other support services to ensure student success.

# Transcription of Credit

College credits will be transcribed immediately upon a student's completion of course(s) each semester.

# **Funding**

The state funding for dual credit courses will be available to both public school districts and public two-year associate degree-granting institutions based upon the current agreement between the Commissioners on Education and Commissioner of Higher Education. The College may claim funding for all students getting college credit in core curriculum, foreign language, or career and technical education courses.

#### **Tuition and Fees Waiver**

Austin Community College will waive tuition and fees for up to 12 eligible classes. Out-of-district students will be charged a \$150 per-course fee for courses taken at any ACC Campus, Center, or via distance learning for up to 12 eligible classes. Out-of-district students will not be charged the per-course fee if they take classes scheduled at a high school campus or demonstrate financial need through documented eligibility for free lunch or family eligibility for public assistance. Documentation must be submitted each school year for eligibility.

The dual credit tuition and fees waiver will only be applied to college credit courses that are a part of the current ACC Core Curriculum or a workforce course included in a certificate or associate of applied science degree. All remaining ACC courses will be assessed regular tuition and fees according to a student's residency.

Course withdrawals and dropped courses will be counted against the 12-course waiver limit after the second-class day of each session. The student will be charged full tuition and fees based on residency for courses taken above the 12-course waiver limit and non-eligible courses.

Instructional operating supplies will be required for dual credit instruction. Tools and consumable materials are defined as "instructional operating supplies."

The dual credit tuition and fees waiver is subject to change without notice by the ACC Board of Trustees.

# Career Academy ISD and ACC Responsibilities:

# **Program Support and Implementation**

- ISD and ACC agree to support the recruitment of students into the Career Academies each year and support the retention and completion of continuing students.
- ISD and ACC will provide agreed upon support for the Career Academies. After execution of
  this agreement ISD and ACC will have 30 days to develop a procedural manual for
  instructional, technical, and operational support.
- If the Career Academy Program is located at an ISD location, ISD will provide and maintain a training facility for the Career Academies that meets college and industry standards.
- ISD's administrative support for the ACC Career Academies will be the Principal of the high school.
- In accordance with Section 4: Conflict Resolution under the Terms & Conditions of the Agreement, ISD Associate Superintendent of High Schools and ACC Associate Vice President of College and High School Relations (or designee) will serve as the designated central administrative liaison and primary contacts for this partnership and will participate in the development and implementation of processes to facilitate this agreement, and to enhance communication among the partners regarding all aspects of the partnership.
- ISD and ACC will collaborate on the establishment of the Career Academies Advisory Board to ensure the nature and work of the program meets current industry standards.
- ACC will ensure the academic plan which leads to the entry level certificate also is a pathway to an Associate degree.
- ACC will ensure courses for the Career Academies are available on a continual basis to ensure successful credential completion of the entry level certificate.