

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT BETWEEN
THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
DALLAS INDEPENDENT SCHOOL DISTRICT RELATING TO
CARTER P-TECH AT CEDAR VALLEY COLLEGE
PUBLIC LAW AND TECHNOLOGY
EARLY COLLEGE HIGH SCHOOL**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "IA") is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "DCCCD"), a Texas political subdivision of higher education, on behalf of Cedar Valley College (hereinafter referred to as "College"), and Dallas Independent School District, (hereinafter "Dallas ISD"), a Texas Political subdivision of secondary education, pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties have agreed to this IA regarding the continuation of an Early College High School beginning the 2017-2018 academic year, serving grades 9-12, located on Carter P-TECH at Cedar Valley College Public Law and Technology Early College High School and Cedar Valley College campus;

WHEREAS, Services under this IA are targeted towards low-income students, students who are highly motivated and capable but may need additional assistance to realize their potential, students who are English language learners, students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, and students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation; and

WHEREAS, under this IA, Early College High Schools are small schools with enrollments of 400 or fewer students who will be allowed to earn both a high school diploma and an Associate's Degree, or alternatively, two years of college credit toward a Bachelor's degree; and

WHEREAS Early College High Schools will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, will improve academic performance and self-concept, and will increase high school and college/university completion rates;

NOW, THEREFORE, the parties to this IA mutually agree to the following:

1. Guiding Principles: The College and Dallas ISD alliance will function with the following principles:

- a) Establishment of a mutually beneficial partnership between College and Dallas ISD that allows a flexible and creative response to the mission, as well as the organizational, and fiscal needs of both institutions.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, as well as curriculum development; training and student services.
- c) Provision of rigorous college readiness, Coordinating Board rules relating to list of aligned high school and college courses, dual credit and/or technical credit courses.
- d) Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School grades 9-10 Carter P-TECH at Cedar Valley College Public Law and Technology Early College High School and as feasible on the Cedar Valley College campus for grades 11-12.
- f) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students that reflects the diversity of the region served by the Early College High School.
- h) Follow Texas Higher Education Coordinating Board Rules relating to Dual Credit which are incorporated into this Agreement by reference as Attachment A, consistent with TEC 29.908.

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

A. Governance:

(1) The Early College High School will:

- a. Be governed by Dallas ISD and subject to Dallas ISD's, state and federal policies; and
- b. Operate within the rules and guidelines established by the Texas Education Agency ("TEA") and Dallas ISD; and

- c. Operate within the normal operating hours of the college and/or Dallas ISD as mutually agreed upon by the parties.
- (2) The Principal will:
 - a. Within the rules and guidelines established by TEA, Dallas ISD, and DCCCD, will have the authority to implement:
 - (1) Staffing;
 - (2) Budget;
 - (3) Student assessment, curriculum and scheduling;
 - (4) Professional development;
 - (5) Access to school and student data for ECHS college students with permission of the College; and
 - (6) Parent and community involvement consistent with the mission and needs of the school.
 - b. Will report to Dallas ISD's Superintendent or his/her designee through the established Dallas ISD governance structure; and will collaborate with the Cedar Valley College president on matters related to the ECHS.
 - c. Is the primary contact of and spokesperson for the Early College High School with the community and College partners.
 - d. Serve as the manager of any grant by the Texas Education Agency.
- (3) Early College Advisory Committee:
 - a. Serves as an advisory committee to the Principal in developing a coherent program across institutions.
 - b. Includes, but is not limited to, representatives of Dallas ISD, which are Carter P-TECH at Cedar Valley College Public Law and Technology ECHS Committee Site-Based Decision Making Committee ("SBDM"), College, and representatives of the Educate Texas. The specific membership of the Early College Advisory Committee will be determined by the Superintendent of Dallas ISD, the President of College, the Principal of Carter P-TECH at Cedar Valley College Public Law and Technology ECHS, and they shall meet regularly as reasonably agreed upon by the advisory committee.

B. Awarding Credit for Courses:

The College will award credit for courses for which Course Articulation Agreements have been approved. A list of aligned high school and college courses are incorporated into this Agreement by reference as Attachment B. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level. Dual credit will only be awarded for courses aligned and approved as reflected on the Dual Credit Articulation Agreement. Within

the scope of this Agreement provision but not later than the start of the semester, courses may be added or revised within the following parameters without Board approval:

- a. Through an oversight, the parties inadvertently omitted classes from the course matrix that they previously agreed to include;
- b. A typographical, transcription on course identifiers, or other minor editing error; and
- c. If the State changes course offerings, then the appropriate change may be made. The College shall be solely responsible for properly documenting all information on the course matrix.

C. Duties of College:

- (1) Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2) Ensure that course guidelines are followed;
- (3) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (4) Designate personnel to monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and Dallas ISD;
- (5) Pay salaries of instructors who teach college courses; and
- (6) Provide an area per Dallas ISD, state and federal requirements that Students may eat the breakfast and lunch meals that Dallas ISD provides, as enumerated under paragraph 1.D. (3)., Infra, of this IA.
- (7) Collaborate with Dallas ISD employees serving as administrators on the College campus.
- (8) Provide the same security to high school students that it provides to College students.

D. Duties of Dallas ISD: Dallas ISD shall have the following duties:

- (1) Involve College Faculty who teach dual credit (excluding End-of-Course (EOC) tested courses) courses in design and implementation of these courses to assure that course goals enable students to master the State of Texas Assessments of Academic Readiness (STAAR).
- (2) Pay the salaries of instructors who teach in the high school; and
- (3) Provide breakfast and lunch to students who participate in Program under this Agreement.

E. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements as appropriate will be provided by College and Dallas ISD.

(1) Faculty provide by College:

- a. And teaching College courses must meet the College's academic credentialing requirements; and
- b. Will teach dual credit courses which are not a part of the state's End-of-Course testing program.

(2) Faculty provided by Dallas ISD:

- a. May be designated, if appropriate and meet academic credentialing requirements, as College Adjunct faculty, and
- b. Will teach high school courses and STAAR EOC tested dual credit courses.

F. Classroom and Office Facilities:

(1) High school credit and dual credit courses for 9th and 10th graders will be conducted at Carter P-TECH at Cedar Valley College, and 11th and 12th grade courses will be conducted as feasible at Cedar Valley College.

(2) College will negotiate with Dallas ISD logistical needs and office space for use by faculty and staff.

(3) High School students, faculty, and staff will have access to instructional and non-instructional resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.

(4) Students, faculty, and staff may attain a College identification card.

(5) Classroom selection will be mutually approved by the parties. Maintenance, repair and setup of classroom spaces at College will be paid by the College.

(6) College and Dallas ISD will negotiate a facility use fee only for years three and four of the agreement when 11th and 12th graders are taking classes at College. The facility use fee will also include telephone, copier, and copying expenses incurred on the College campus. Such facility use fee shall be paid by Dallas ISD to College for classrooms and labs. This facility use fee will be detailed in an amendment between the parties at the appropriate time.

(7) With the prior written approval of the College President, or designee, which approval will not be unreasonably denied, conditioned or delayed, College shall allow Dallas ISD to make non-structural, temporary modifications to accommodate the installation of personal property, trade fixtures, equipment and other temporary installations in the ECHS. All personal property, equipment, trade fixtures and other temporary installations, placed or installed in the ECHS shall remain Dallas ISD's property free and clear of any claim by DCCCD. Both parties to this Agreement shall have the right to remove the same at any time during the term of this Agreement. Dallas ISD shall pay all costs associated with the setup, relocation

or removal of telephone, electronic mail and other telecommunication equipment and services. Upon termination, cancellation, or expiration of this Agreement, Dallas ISD shall have sixty (60) days to remove all its personal property and equipment from the ECHS. Dallas ISD shall return college property in good condition less reasonable wear and tear.

G. Tuition and Fees: College will waive tuition and fees for High School students enrolled in dual credit courses based on the Course Articulation Agreement.

H. Books and Supplemental Materials:

- (1) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks, syllabi, course curriculum and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this IA.
- (2) Based on the mutually agreed upon curriculum aligned plan, all agreed upon textbooks, and supplemental materials required for classes, as determined by the Dual Credit Course Articulation Agreement, shall be provided by Early College High School.
- (3) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by Dallas ISD may be used for the time period consistent with local College practices, but not less than 2 years.

I. Recruitment and Enrollment of Students:

- (1) Dallas ISD staff will recruit eighth graders annually utilizing a recruitment plan with input from all stakeholders including Dallas ISD, Early College High School, and College that include regular activities to inform all stakeholders of the opportunity for a qualified student(s) to attend an Early College High School.
- (2) College will assist and participate with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) Should the number of qualified applicants (target student population defined on page 1, paragraph 3) exceed the number of available spaces, a weighted lottery will be used to determine the ninth grade cohort.

J. Instructional Calendar: College and Dallas ISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both parties.

K. Student Code of Conduct: Early College High School students, faculty and staff shall adhere to:

- (1) Policies of Dallas ISD;

- (2) Policies of the College; and
- (3) Policies in the DCCCD Board of Trustees Policies and Administrative Procedures Manual.

L. Media and Public Relations: Media and public relations regarding the Early College High School will be managed according to Dallas ISD and College protocols.

- 3. Title IX Compliance:** Consistent with Title IX of the Education Amendments of 1972 and DCCCD Board policy and procedures, the college Title IX Coordinator shall address any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty and staff; or between non-affiliated persons participating in a DCCCD sponsored program or event.
- 4. Liability of Parties:** Without waiving any defenses including governmental immunity, each party to this IA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this IA or any of its activities or from any act or omission of any employee or invitee of the parties of this IA. The provisions in this paragraph are solely for the benefit of the parties to this IA and are not intended to create or grant any rights, contractually or otherwise to any third party.
- 5. Term:** All terms of this IA are strictly contingent upon the annual approval of the ECHS Program by the Texas Education Agency ("TEA"), in compliance with section 102.1091 of the Texas Administrative Code. Subject to prior termination or revocation of this IA as provided in section 6 of this IA, the initial term of this IA is in full force and effect for a period of one year and six months. This IA begins on January 2017 and ends on August 2018. At least one hundred twenty days before the expiration of the initial term and any subsequent renewal term, College and Dallas ISD shall review this IA and may renew it for up to two consecutive one-year terms, upon: the annual approval for the ECHS Program by TEA and written approval of the College and Dallas ISD. If a conflict exists between the term for educational services under this Agreement and the term of the annual approval from the TEA, the term of the annual approval from the TEA prevails. Each term for educational services under this Agreement is strictly contingent upon the TEA's annual approval of the ECHS Program.
- 6. Right of Revocation:** Either party may terminate this IA on 120 days' written notice to the other party. Termination may occur immediately upon the breach of this IA by one of the parties. A breach of this IA includes, but is not limited to, a violation of the policies and rules of the College or Dallas ISD, the making of a misrepresentation or false statement by

one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. This Agreement may also be terminated immediately if Dallas ISD has not received the annual approval of the ECHS Program by the TEA, in compliance with section 102.1091 of the Texas Administrative Code. If this IA is terminated during an academic term, students enrolled in classes under this IA will be allowed to finish their coursework.

7. **Assignment:** Neither party may assign their interest in this IA without the written permission of the other party.
8. **Limitations of Authority:**
 - A. Neither party has authority for and on behalf of the other except as provided in this IA. No other authority, power, partnership, use of rights are granted or implied.
 - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the DCCCD and Dallas ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
 - C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or polices which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the DCCCD Legal Department.
 - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
9. **Waiver:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
10. **Applicable Law:** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
11. **Venue:** Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.
12. **Miscellaneous Provisions:**
 - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
 - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes,

rules and regulations. Parties to this IA shall comply with all Federal, State and local laws.

- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this IA, the new guidelines shall prevail and shall cause the parties to execute an amendment to the IA if necessary.
- D. Colleges and ISD are parties to a Data Sharing Agreement with each other and provide the applicable data and information about students who are concurrently or formerly enrolled in both education institutions in a manner consistent with such Data Sharing Agreements.

13. Notices: Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Dallas County Community College District

To: Joe D. May
Chancellor
Dallas County Community College District
1601 South Lamar Street
Dallas, TX 75215
214-378-1601
214-378-1810
jmay@dcccd.edu

Dallas Independent School District

To: Michael Hinojosa
Superintendent of Schools
Dallas ISD
3700 Ross Avenue
Dallas, TX 75204
972-925-3700
hinojosam@dallasisd.org

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

14. Nondiscrimination: Parties to this Agreement shall not discriminate in this Program on the basis of race, gender, color, national origin, age, disability, religion, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

15. Parol Evidence and Status of Agreement: This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises,

agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

16. Signatory Clause: The individuals executing this Agreement on behalf of the District and Dallas ISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement and the Attachments A and B hereto. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in paragraph 5. Term of this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: _____ *PCW*
Joe D. May Date
Chancellor,
Dallas County Community College District

EASTFIELD COLLEGE

By: _____
Dr. Jean Conway Date
Eastfield College, President

DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____ *[Signature]* 12-14-16
Printed Name reflecting signature & Title Date

Attest: _____ *[Signature]* 12-14-16
(Include if necessary) Date

By: _____ *[Signature]* 10/28/16
ISD Attorney Date
Approved as to Form (Include if necessary)

THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in paragraph 5. Term of this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: _____ *RCW*
Joe D. May Date
Chancellor,
Dallas County Community College District

EASTFIELD COLLEGE

By: _____
Dr. Jean Conway Date
Eastfield College, President

DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____ *[Signature]* 12-14-16
Printed Name reflecting signature & Title Date

Attest: _____ *[Signature]* 12-14-16
(Include if necessary) Date

By: _____ *[Signature]* 10/20/16
ISD Attorney Date
Approved as to Form (Include if necessary)

**DALLAS COUNTY COMMUNITY COLLEGES' GUIDELINES FOR
EARLY COLLEGE HIGH SCHOOL DUAL CREDIT COURSES AND REMEDIAL
COURSES OFFERED IN PARTNERSHIP WITH TEXAS PUBLIC SCHOOLS
2016-17 and 2017-18 Academic Year**

The following guidelines reflect **current** Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4, Subchapters D and G) and Dallas County Community College District (DCCCD) policies and procedures. THECB rules and DCCCD policies and procedures are always subject to change with the new changes taking precedence.

While THECB defines four types of partnerships with high schools, these guidelines do not address partnerships where only high school credit is granted nor Career Pathway Program articulated agreements. They do address course credit where instruction is provided to high school students for the immediate award of both high school and college certificate and associate degree credit. They also address remedial instruction provided to high school students for either remedial work to prepare students to pass the State of Texas Assessments of Academic Readiness (STAAR) test(s) or other state designated instrument(s) to prepare students to pass the Texas Success Initiative Assessment (TSIA) test(s).

1. Texas public colleges and universities are eligible to enter into agreements with Texas public schools to create an Early College High School (ECHS). Any College/University that participates in the creation of an ECHS shall notify the Texas Higher Education Coordinating Board in accordance with provisions and schedules determined by the Commissioner. For any instructional partnerships between Texas public school(s) and a college of the DCCCD to create an Early College High School, an agreement must be approved by the governing boards or designated authorities of both the Texas public school district(s) and the DCCCD prior to the offering of courses. This agreement must address the following:
 - A. Student eligibility requirement.
 - (1) The student enrolled in Early College High School may enroll in more than one dual credit course per semester, and may enroll in dual credit coursework with freshman, sophomore, junior, or senior high school standing.
 - (2) The student must complete a pre-assessment activity (PAA) and practice test prior to taking the official Texas Success Initiative Assessment (TSIA) battery of tests.
 - (3) An Early College High School shall assess each student for readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
 - (4) After assessment, the Early College High School, using guidelines established by the College/University, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
 - (5) Student demonstrates TSI exempt for college readiness and dual credit eligibility by achieving the following minimum passing standards under the provisions of the Texas

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Success Initiative (TSI) relating to College Ready and Adult Basic Education Standards on relevant section(s) of the Texas Success Initiative Assessment (TSIA) OR other appropriate state approved test scores (see below SAT, ACT, STAAR score requirements for TSI). TSI score requirements can be altered by the THECB with currently approved scores being used for eligibility and course placement purposes.

- TSI Assessment with minimum of 351 on reading; 350 on math; and 350 and an essay score of at least a 5 on writing. Other demonstrations of writing college readiness include a placement score of at least 363, and an essay score of 4; or a placement score of less than 350, and an ABE Diagnostic level of at least a 4, and an essay score of at least a 5.
 - SAT – a combined critical reading and math score of 1070 with a minimum of 500 on critical reading test (student shall be exempt for both the reading and writing), and/or a minimum of 500 on the math test (student shall be exempt for math).
 - New 2016 SAT scores for SAT Testing administered on or after March 5, 2016: a minimum score of 480 on the Evidenced-Based Reading and Writing (EBRW) test shall be exempt for both reading and writing sections of the TSI Assessment; a minimum score of 530 on the mathematics test shall be exempt for the mathematics section of the TSI Assessment. There is no combined score.
 - Mixing or combining scores from the SAT administered prior to March 2016 and the SAT administered on or after March 5, 2016 is not allowable. The newly approved scores became effective on August 10, 2016.
 - ACT – a student with a composite of 23 with a minimum of 19 on the English test shall be exempt for both the reading and writing sections, and/or 19 on the math test (student shall be exempt for the math section)
 - A Level 2 final recommended score of 4000 or higher on the Algebra II STAAR EOC
 - A Level 2 final recommended score of 2000 or higher on the English III Reading STAAR EOC exam (scores prior to 2014)
 - A Level 2 final recommended score of 2000 or higher on the English III Writing STAAR EOC (scores prior to 2014)
 - A Level 2 final recommended score of 4000 or higher on the English III Combined Writing and Reading (scores in 2014 and thereafter)
- (6) The student is eligible to enroll in dual credit courses with the following scores. Such scores will not make the student TSI exempt. These scores are subject to change in 2016-17.
- By achieving a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or
 - By achieving a composite score of 23 on the PLAN with a 19 or higher in English or an equivalent score on the ACT-Aspire as determined by ACT.
 - By achieving a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or

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- By achieving a composite score of 23 on the Plan with a 19 or higher in the mathematics or an equivalent score on the ACT-Aspire as determined by ACT.
 - By achieving a Level 2 final recommended score of 4000 or higher on the Algebra I STAAR EOC **and** passing grade with a C or better in the Algebra II course.
- (7) Student is eligible to enroll in workforce education dual credit courses contained in a Level-One Certificate program, or a program leading to a credential of less than a Level-One Certificate and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility. If the student takes dual credit course(s) that are outside of the allowances outlined above, then:
- (a) The student will not be eligible for a TSI level-one certificate waiver; and
 - (b) The student will be required to take the TSIA unless the student presents qualifying ACT, SAT or STAAR scores to make the student exempt from TSI requirements.
- (8) Students who do not acquire the necessary test score(s) for eligibility purposes should discuss their options with the college Early College High School Coordinator.
- (9) Score requirements can be altered by the THECB or DCCCD with the currently approved scores being used for eligibility and course placement purposes.
- (10) The student must meet all admissions criteria of the college. In addition, students may be withdrawn from the pre-registration course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re-enrollment unless the student and the parent(s)/guardian(s) agree to abide by written conditions from the college designed to increase the potential for success.
- (11) Eligibility for continued participation in dual credit courses requires satisfactory academic performance at the high school; earned grades of A, B or C in all college courses; and parental/guardian and school approval for each subsequent semester of enrollment. A student who earns grades of D or F may not be eligible for future dual credit courses or may have restrictions. Students who earn dual credit grades of W, D and/or F on a college transcript may not be eligible for future financial aid or may have limited financial aid options beyond high school.
- (12) Students must discuss with their ECHS Advisor/Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to the ECHS Advisor/Counselor or College Registrar by the published deadline. Failure to submit the required withdrawal form could result in student receiving a grade of F.
- (a.) Section 51.907 of the Texas Education Code applies to students who enroll in a Texas public institution of higher education for the first time in fall 2007 or later. Based on this law, when you graduate from high school and continue your college education, DCCCD or any other Texas public institution of higher education may not permit students to drop more than six college level credit courses for unacceptable reasons during their entire undergraduate career without penalty. All college level courses dropped after the official drop and add period for the course are included in the six-course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception.

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- (13) Early College High Students are currently exempt from the following state requirements until they graduate from high school. Once students graduate from high school and are no longer exempt they should take care when selecting additional courses to be transferred toward a Baccalaureate degree. House Bill 1172 allows an institution to charge the equivalent of out of state tuition for credit hours taken beyond the state limits.
State limits are:
 - (a.) For students entering public Texas institutions Fall 1999 – Summer 2006 who attempt 45 hours beyond what is required for Baccalaureate degree (120 hours).
 - (b.) For students entering Fall 2006 and thereafter who attempt 30 hours beyond the hours required for a Baccalaureate degree. It is recommended that students take minimal hours beyond degree requirements to avoid possible higher tuition charges at the institution to which they are transferring.
 - (14) Academic freedom is practiced at all DCCCD Colleges and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.
 - (15) Misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning ECHS students while at the College/Early College High School are the sole responsibility of the ECHS. College shall report in writing disciplinary problems to the ECHS Administration. In addition, College may refuse to admit students with disciplinary problems.
 - (16) Students attending classes on a DCCCD campus must present proof of immunization for bacterial meningitis. Sec. 51.9192 of the Education Code and §21.613 of the TAC states that students must receive a bacterial meningitis vaccination or present the appropriate exemption. Meningococcal conjugate vaccine (MenACWY) and meningococcal polysaccharide vaccine (MPSV4) are state approved for this requirement.
- B. Faculty Qualifications
- (1) The college must select instructors of dual credit courses. This faculty must be regularly employed faculty members of the college or must meet all criteria established for credit instruction in the DCCCD, including SACSCOC criteria. The approval procedures used by the college to select faculty must be the same as that used for faculty teaching at the college campus.
 - (2) It is encouraged that high school faculty teaching dual credit classes should also teach a class on the college campus as soon and as often as practical.
 - (3) Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development activities.
 - (4) The faculty supervision and evaluation will be the same as that for all instructors at the college. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.
- C. Course Curriculum, Instruction and Grading
- (1) Courses offered for dual credit must be college-level academic courses or college-level workforce education courses.

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- (2) The college shall ensure that a dual credit course and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.
 - (3) Instructors of dual credit courses should be given the opportunity to award high school only or dual credit depending upon student performance. Students in dual credit courses may withdraw from the college course by following college procedures and meeting all deadlines.
- D. Location of ECHS Classes
- (1) ECHS dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the college shall comply with applicable rules and procedures for offering courses at a distance in THECB Rules, Chapter 4, subchapters P and Q relating to Distance Education and Off-Campus instruction.
 - (2) ECHS courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.
 - (3) Colleges must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements as it relates to courses being taught off college location.
- E. Composition of ECHS Dual Credit Classes
- (1) ECHS Dual Credit courses must be taught on the college and/or the high school campus.
- F. Student Services
- (1) High school students in dual credit courses will be given access to the college library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.
 - (2) High school students in dual credit courses will be provided the academic support services, including academic advising and counseling, as those on the college campus.
 - (3) High school students in dual credit courses needing accommodations due to the presence of a disability are responsible for contacting the Disability Services Office of the sponsoring college and high school.
 - (4) If a student is enrolled simultaneously in college and high school in a dual credit program, the two schools may share information regarding the student. This complies with 34 CFR 99.34(b).
 - (5) All other services provided to college students will be provided to high school students enrolled in dual credit courses.
- G. Eligible Courses
- (1) Courses to be offered must be college-level courses included in the current edition of the Lower Division Academic Course Guide Manual or the Workforce Education Course Guide Manual approved by THECB. Course name and number are subject to change.
 - (2) ECHS dual credit classes must be equal in quality and rigor to classes on the college campus.
 - (3) Textbooks, textbook access codes, required course supplies/instructional tools and other materials to be utilized will be those normally used or approved by full-time faculty teaching the course at the college.

Attachment A

- (4) The syllabus will contain all elements common to the syllabi for the same course as taught at the college.
 - (5) Regular academic policies applicable to courses taught at the college's main campus must also apply to ECHS dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on the college campus.
 - (6) Colleges will not receive formula funding from the state for PHED 1164 dual credit course. Legislation does not restrict higher education institutions from enrolling dual credit students in PHED 1164, but state funding will not be provided to the college.
- H. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses.
- I. Evaluation and Accountability. The Early College High School and College shall be responsible for the development and implementation of an evaluation process to determine the effectiveness of the ECHS. Measures of effectiveness shall include, but are not limited to, student results on the K-12 accountability assessments (e.g., TAKS/STAAR or other state designated instrument(s) and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point averages, retention rates, and graduation rates).
- J. Funding
- (1) State funding for high school and college will be available to the public school district and the college based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
 - (2) The college may claim funding for all ECHS students receiving college credit.
- K. Salaries. Payment of salaries shall be determined by the College and High School.
- L. Early College High School students will not pay tuition. A tuition scholarship will be awarded to Early College High School students for courses required for Early College High School completion.
- M. For the purposes of dual credit, the high school or the college may charge the other any expenses associated with the use of facilities.
- N. College may charge ISD or high school cost of textbooks, textbook access codes, required course supplies and the cost of additional DCCCD personnel to assist in labs/classrooms.
- O. ECHS students may initially take all three component areas of the college's Texas Success Initiative Assessment (TSIA), at no cost and re-test once within each of the three component areas at no cost. For additional testing, college or high school will pay for re-test costs.
2. The college may contract with school districts as outlined above to provide remedial courses for students enrolled in a public secondary school in preparation for graduation from high school. Such courses are not eligible for state formula funding. Such courses may not be offered for dual course credit. The college may not waive tuition for remedial courses unless approved by the DCCCD Board.
 3. As rules and regulations are subject to change, please refer to the DCCCD web catalog at <http://www.1.dcccd.edu/catalog/cattoc.cfm> for updated general and academic information for your needs.

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