



**AGREEMENT BETWEEN AUSTIN COMMUNITY COLLEGE
DISTRICT AND WIMBERLEY INDEPENDENT SCHOOL
DISTRICT**

PURPOSE

The institutions named above (hereinafter "College or "ACC" and "ISD") enter into the following agreement for the implementation of the partnerships identified in 19 Texas Administrative Code §9.143(b) and (e), which involve high school students in ISD that are not enrolled at ACC while participating in these programs.

The purpose of this Agreement to outline the roles and responsibilities of ACC and ISD for participation in these high school programs. This Agreement encompasses the Articulated Credit Program allowed under 19 Texas Administrative Code §4.83 and College Preparatory Courses as outlined in 19 TAC §9.147 and Texas Education Code §28.014.

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:

TERMS AND CONDITIONS

1. 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: Articulated Credit Program
- Appendix B: College Preparatory Courses for Mathematics and English Language Arts

2. Confidentiality:

ACC will ensure that all reports, electronic or otherwise, derived from information made available under this Agreement, shall be aggregated in such a way that no individual student will be identified directly or by deduction. Any personally identifiable information of a student will be disaggregated from the information.

The Parties agree to designate each other as school officials with legitimate educational interests of the students enrolled in the college readiness courses, to the extent that access to student information is required by either Party to carry out its responsibilities related to the college readiness courses and articulated credit program.

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 these data, ACC shall permit only its employees authorized to use the data for college enrollment purposes to have access to the data. ACC also agrees to store the data in a secure area and to prevent unauthorized access.

3. Compliance:

School District agrees:

- a. To certify that their sites are Americans with Disabilities (“ADA”) compliant.
- b. To comply with all applicable provisions of FERPA.
- c. In all cases, to comply with all federal, state, and local laws applicable to this Agreement.
- d. To have in place and abide by a policy prohibiting sexual harassment.

4. Conflict Resolution

The Parties agree 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.

5. Term and Termination

The term of this agreement is for one year from September 1, 2018 to August 31, 2019. The College reserves the right terminate this agreement upon service of notice to ISD sixty (60) days prior to the expiration of any academic term.

6. 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
Attn: Richard Rhodes, Ph.D.
President / CEO
5930 Middle Fiskville Road
Austin, Texas 78752

To: Wimberley Independent School District
Attn: Dwain York
Superintendent of Schools
14401 RR 12
Wimberley, Texas 78676

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. 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.

d. 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.

e. 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.

f. 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).

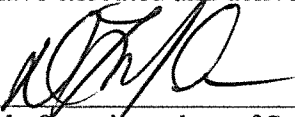
g. Section Headings

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.

h. Complete Agreement

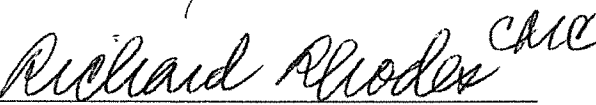
This agreement contains the full understanding of the Parties with respect to the agreed upon services, obligations, and responsibilities, and supersedes all existing agreements and all other oral, written, or other communications between the Parties concerning the subject matter hereof. This agreement 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.



Dwain York, Superintendent of Schools
Wimberley Independent School District

4/15/19
Date



Richard M. Rhodes, Ph.D., President/CEO
Austin Community College District

4/16/19
Date

Appendix A

Agreement for Articulated Credit Program

1. DEFINITION

The ACC Articulated Credit¹ Program is a program between ACC and the ISD to enable high school students to earn College credits-in-escrow through enrollment in high school level Career and Technical Education (CTE) courses that are aligned with ACC workforce courses. The program recognizes career and technical education (CTE) and related academic preparation in a specific career field. The partnership provides an approved sequential pathway without duplication of coursework to enable students to earn college credit, which will lead to a certificate, apprenticeship, or degree.

2. PURPOSE

The purpose of this program agreement is to offer students in a workforce high school endorsement area an opportunity to receive lower-division college credit toward a certificate or degree. Upon successful completion of the articulated course, high school students earn college credits-in-escrow. Students can apply their articulated credits-in-escrow after successfully completing at least one ACC college credit class with a grade of “C” or better.

3. ELIGIBLE COURSES

Articulated courses are those specifically identified, aligned, and approved through the articulation process between ACC and the ISD.

This agreement defines each articulated course, based on a set of competencies and assessment methods that have been determined by the ACC Instructional Administrators and ISD faculty by subject area. Courses available for articulation are determined by ACC instructional departments and Office of College and High School Relations.

An annual comprehensive review will be conducted, or at the request of either party at any time, to ensure the industry and performance standards are met and any necessary curriculum changes are made.

The articulated courses under this agreement are listed below:

Wimberley	Advanced Journalism: Yearbook 1	YBK1	3230110	ARTC 1302 Digital Imaging	Visual Communication
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¹ 19 Tex. Admin. Code § 4.83-Articulated College Credit--Credit earned through a high school-level course that fulfills specific requirements of an identified college-level course and provides a pathway for high school students to earn credit toward a technical certificate or technical degree at a partnering institution of higher education.

Wimberley	Advanced Journalism: Yearbook II	YBK 2	3230120	ARTC 1313 Digital Publishing	Visual Communication
Wimberley	Construction Technology	CONSTECH 1	13005100	CNBT 1411 Construction Methods & Materials	Building Technology
Wimberley	Engineering Design and Presentation 1	ENGDSRP1	13036500	DFTG 1405 Technical Drafting	A & E Computer Aided Design
Wimberley	Entrepreneurship	ENTREP	13034400	BUSG 2309 Small Business Management	Management
Wimberley	Principles of Business, Marketing & Finance	PRINBMF	13011200	BMGT 1327 Principles of Management	Management

4. STUDENT ELIGIBILITY

- Students must be in 9th or 10th grade to participate in an articulated class and receive credit in escrow. For 2018-19 only 12th grade students are eligible for credit in escrow.
- The school district will ensure that students in articulated courses are enrolled in the Career and Technology Education Management Application (CATEMA) in order to receive credit in escrow.
- Students must have successfully completed each specified high school course with an end-of-course assessment grade of 70 or better and a final overall average of 80 or better in order for Credit-in-Escrow to be awarded.

5. LOCATION AND STUDENT COMPOSITION OF CLASSES

Courses are taught at approved high school locations. Locations are approved by ACC Instructional Departments.

6. FACULTY SELECTION, SUPERVISION, AND TRAINING

- Articulated courses are designed to recognize quality workforce training. ACC and the ISD will ensure high standards are maintained in the delivery of instruction.
- ISD faculty who teach the ACC courses at the high school for articulated credit granted under this agreement must be approved to teach by the ACC instructional department.
- ISD faculty will be required to attend annual curriculum training.
- ISD faculty will be required to submit a copy of college transcripts and current resume to be eligible to teach the ACC courses at the high school for articulated credit.
- ISD faculty will be responsible for creating and recording ACC articulated course(s) in the CATEMA system by designated deadlines.

7. COURSE CURRICULUM, INSTRUCTION, AND GRADING

- ACC will provide current course syllabi and course content guides that clearly identify the course objectives, evaluation, and student outcomes.
- The ISD agrees to incorporate all course outcome objectives, TEA Texas Essential Knowledge and Skills (TEKS), Workforce Education Course Manual (WECM) requirements, and course competencies developed and approved under this articulation agreement as part of the high school articulated courses.
- ISD agrees to provide the textbooks, materials, and supplies required for ACC articulated courses.

8. TUITION AND FEES WAIVER

Students will not be charged tuition or fees for enrolling in an articulated course provided at the students high school under this agreement or for the Credits-in-Escrow earned under this agreement.

9. AWARDING OF CREDIT AND TRANSCRIPTING

- Upon enrollment at Austin Community College (ACC), the student must meet all of the ACC admission requirements to be eligible for program continuation or credit via articulation.
- The student must enroll in ACC within 24 months of high school graduation.
- Students must successfully complete, at least one ACC credit course with a C or better before "Credits-in-Escrow" will be applied to their ACC Transcript.
- The ACC Office of College and High School Relations will be responsible for evaluating the official high school transcript and awarding articulated credit based on the conditions outlined in this Agreement.
- This Agreement must be kept on file with the ISD, and the ACC Office of College and High School Relations.

10. ISD RESPONSIBILITIES

- ISD will promote the ACC-ISD articulation agreement program opportunities with students, parents, and ISD personnel.
- ISD will provide application and registration support to students interested in the ACC-ISD articulation program.
- ISD will report final course grade in the ACC CATEMA system within five (5) days after the completion of the course. This is the responsibility of the articulated course's teacher. The ISD is responsible for ensuring this is done by the teacher.
- ISD will ensure all high school instructors teaching an ACC articulated course attend training prior to the first day of instruction.
- ISD will advise students of their eligibility and responsibility to become familiar with the policies, procedures, and registration processes associated with the articulated credit program.

11. ACC RESPONSIBILITIES

- ACC will meet with ISD personnel (including faculty) to complete the course articulation procedure through the school and college faculty curriculum process for high school articulated credit.
- ACC will provide ISD faculty an introduction and orientation to the College articulated credit program.
- ACC will provide application and registration processes to support student enrollment into program.
- ACC will coordinate ISD faculty training for each discipline area with approved articulated courses.
- ACC will provide ISD personnel and faculty with a calendar reflecting the articulated program application, registration, and grading processes and timelines.
- ACC will notify articulated credit students of their credits-in-escrow annually.
- If the student enrolls in ACC within 24 months of high school graduation and successfully completes at least one ACC credit course with a C or better, ACC will ensure college credit is included in the student's ACC transcripts...

12. OTHER/GENERAL

- ACC agrees to support the ACC six-year curriculum plan for the designated discipline to be offered from Grade 9 through the Associate Degree.
- The ISD and ACC will participate in an annual review of this Articulation Agreement and the courses included therein to assist in the continued refinement of the ACC education plan.
- Implementation of ACC courses under this agreement must follow ACC articulated credit guidelines and procedures.
- Parties involved in this agreement pledge to make every effort possible to support successful completion of education plans for all ACC enrolled students.

Appendix B

Agreement for College Preparatory Courses for Mathematics and English Language Arts

ACC and ISD or “school district” enter into the following agreement to create locally developed college preparatory courses in Mathematics and English Language Arts, designed for high school seniors who have not yet demonstrated college readiness. This Agreement serves to increase the college and career readiness of high school students, to decrease the number of students required to enroll in developmental education courses upon entry into an Institution of Higher Education (IHE), and to encourage college enrollment directly after high school.

1. Scope of Service:

In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (TEC) 28.014. The school district has partnered with ACC to develop and provide courses in college preparatory Mathematics² and English Language Arts. The courses must be designed:

- a. For students in the 12th grade level whose performance on:
 - i. An end-of-course instrument does not meet college readiness standards; or
 - ii. A college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
- b. To prepare students for success in entry-level college courses

Additionally, ACC and the school district agree to collaborate to develop and maintain the courses that meet the terms of the agreement as outlined below. ACC and the school district will meet at least one time per year to maintain the integrity and to evaluate the effectiveness of the program.

2. Course Development/Curriculum:

- a. ACC and the ISD agree to utilize course outcomes as presented in the College Preparatory Course Frameworks provided by the Texas Success Council (TSC).

² If the district is a partner with the University of Texas at Austin Dana Center on the College Readiness Mathematics Course, the College will not provide that Course as part of this agreement.

- b. ACC agrees to ensure that the TSC Student Learning Outcomes are based upon the college developmental education sequence and prerequisite entry-level college mathematics and English courses. The school district will ensure that the TSC Student Learning Outcomes are aligned with the College and Career Readiness Standards (CCRS) and the Texas Essential Knowledge and Skills (TEKS).
- c. ACC will develop a basic course syllabus to include course identifying information, student learning outcomes, instructional material, and performance measures. ACC will provide the school district with electronic copies of its College Preparatory Course syllabi.
- d. The school district will provide these classes as stand-alone classes utilizing the Student Learning Outcomes identified in the ACC syllabus for the course. The school district will provide students all course materials, including textbooks, syllabi, course packets, and other materials needed for enrollment and participation in the college preparatory courses.
- e. Students enrolled in the College Preparatory Courses will not earn college credit for the course(s).

3. Faculty Selection, Supervision, and Evaluation:

- a. The school district will assign highly qualified faculty to teach the College Preparatory Courses
- b. Appropriate high school faculty will meet regularly, at least one time per year, with appropriate ACC faculty to ensure that each course is aligned with college readiness expectations.
- c. ACC will provide professional development to the school district to support instructional delivery of the Student Learning Outcomes.
- d. The College will designate personnel to monitor the quality of instruction in order to ensure compliance with this Agreement.

4. Location of classes:

College Preparatory Courses developed under Section 28.014 will be held on the campuses of the school district high schools offering the course. Each school district must offer the College Preparatory Courses.

5. Identifying College Preparatory Course Students:

ISD will assume responsibility for providing information to potential college preparatory students. The school district shall provide a notice to each eligible student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Course(s). The school district will provide support for students to schedule the course(s) into the student' diploma plans. ACC personnel will not be expected to communicate with parents.

ACC may collaborate with the school district as requested to hold informational sessions for potential students and their parents.

6. Course Success and College Readiness

ACC and the school district have agreed that students will be determined to be “college ready” upon meeting the terms defined below:

- a. ACC is not responsible for the cost and facilitation of any assessments agreed upon, including the Texas Success Initiative Assessment.
- b. ACC will develop and provide final exams for the College Preparatory Course for Math and for the College Preparatory Course for English as requested.
- c. ACC will indicate in all College Preparatory Course syllabi the standards by which students will be considered “college ready.” These standards may include designation of certain exam and/or course grades or passing of designated assessments, such as the Texas Success Initiative (TSI) Assessment.
- d. Successful completion of the college level course will demonstrate TSI completion.
- e. Students are required to enroll in the College’s CATEMA system in order to participate in the college readiness course(s).

7. Transcription of Credit

The school district is responsible for the transcription of credit for the courses. The school district will designate in some way which students have successfully completed the courses so ACC can identify those students for purposes of TSI completion.

The school district will provide ACC with transcripts of all students designated as “college ready” by the College Preparatory Courses.

ACC will train its personnel to identify the college readiness of the students and enter the college readiness status into the ACC Data Management System.