AGREEMENT FOR THE
ANGELINA COLLEGE DUAL CREDIT PROGRAM

This Agreement for the Angelina College Dual Credit Program ("Agreement") is by and between ANGELINA COLLEGE, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas, ("College"), and the TRINITY INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas, ("District) with an effective date of August 26, 2019 ("Effective Date"). Individually, the College and the District are referred to herein as "Party" and collectively as "Parties."

WHEREAS, Texas Education Code ("TEC") §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code ("TAC") Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, the College and the District desire to establish a dual credit program ("Dual Credit Program") to be operated as part of Trinity High School ("School").

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

Agreement

Section 1. Dual Credit Goals

1. AC will implement purposeful and collaborative outreach efforts in conjunction with the school district to inform all students and parents of the benefits and costs of dual enrollment, including enrollment and fee policies.
    a. AC will provide annual training for School counselors. This training will include updates to enrollment and fee policies, changes to programs of study, and other information relevant to dual credit students and their parents.
    b. AC will provide information for prospective students and their parents concerning the admissions process, associated costs (where applicable), the benefits of dual credit opportunities, and the benefits of higher education.
2. AC will assist high school students in the successful transition to and acceleration through postsecondary education.
    a. AC will monitor the academic progression and degree completion for former dual credit students who enroll at AC after high school graduation.
    b. AC will provide information to junior and senior students participating in dual credit opportunities that outlines the steps necessary to continue in higher education following high school graduation.
3. All students enrolled in dual credit courses will receive academic and college readiness advising and will have access to student support services to bridge them successfully into college course completion.
    a. AC will provide degree plans, advising resources, and support to School counselors to ensure quality advising.
    b. AC will maintain an online resource for dual credit students and School counselors including transfer plans, career assessments, and college readiness advising.
    c. Students enrolled in dual credit courses will have access to the support services available through the Office of Student Support and Inclusion and through the tutoring center. Services are available in person at the Lufkin campus and online.

4. The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
    a. AC will set standards, evaluate instruction, and monitor performance in courses in which dual credit students enroll.
    b. AC will monitor the performance of dual credit students in any subsequent coursework completed at AC.

Section 2. General Provisions

A. ANGELINA COLLEGE

1. The College will designate an administrator to be in charge of the management and supervision of the Dual Credit Program.

2. In accordance with Applicable Law (as hereinafter defined), the College will offer for dual credit selected college-level academic and technical courses as listed in the current edition of the Texas Higher Education Coordinating Board's ("THECB") *Lower Division Academic Course Guide Manual* ("ACGM") and *Workforce Education Course Manual* ("WECM"). The course or courses to be taught in a given semester shall be determined by the College and agreed upon by the District. Courses provided by the College under this Agreement shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College.

3. Course selections may be offered during the fall, spring, and summer semesters in a classroom located at either the School or College with such location to be determined between the College and the District each semester. The College will seek every opportunity to use the available technology as is appropriate to deliver courses to off-campus sites. College and District representatives at each site will assess the facilities, determine the class size, and select the instructional modality for each course.

4. Courses may be offered by mutual agreement, but the School is responsible for assuring that the College course offered for dual credit meets the Texas Essential Knowledge and Skills ("TEKS") for the District's course.

5. All College prerequisites must be met and all College course sequencing shall be followed.

6. A participating student's satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policies.

7. The College reserves the right to set a minimum number of students for enrollment in each course. If this minimum is not met, College reserves the right to cancel the dual credit component of the course.

B. THE DISTRICT

1. If dual credit courses are taught on the School campus, the District will provide a learning atmosphere and classroom facilities comparable to those in which dual credit courses are taught on the College campus, regardless of modality of instruction.

2. The District will provide instructional technology and other auxiliary equipment typically used in support of classroom instruction.

3. The District will provide facilities, personnel, and equipment to meet the particular requirements for classes when distance education options are selected for instruction in courses under the Dual Credit Program.

4. The District will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying and verifying the eligibility of prospective students to participate in the Dual Credit Program in accordance with Applicable Law.

5. The District will assign trained professional-level personnel, as applicable and as agreed upon between the Parties, to assist with College registration functions, including but not limited to, completing and collecting appropriate admissions forms, collecting required fees, providing District documents, and collecting student documentation.

6. The District will require students enrolling in the Dual Credit Program who have documented disabilities that require accommodations to provide a copy of their documentation to the appropriate College personnel in order to receive accommodations in any College course.

7. The College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the District's grading scale, the District will provide participating students with a comparative document displaying both the College grading scale and the District's grading scale.

8. Although a student may pass a College class with a grade of D, the District will be responsible for communicating to students and parents that under 19 TAC § 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which is the equivalent of 70 on a scale of 100.

C. APPLICABLE LAW

1. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, the following federal statutes as may be amended:
   a) Title VI of the Civil Rights Act of 1964;
   b) Title VII of the Civil Rights Act;
   c) Title IX of the Education Amendments of 1974;
   d) Section 504 of the Rehabilitation Act of 1973;
   e) the Age Discrimination Act of 1975;
   f) the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA");
   g) Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act;
   h) the Texas constitution;
   i) applicable provisions of the Texas Education Code;
   j) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students;
   k) State record retention laws;

l) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H;
m) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide;
n) THECB guidelines and requirements; and
o) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools.

2. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Agreement and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

Section 3. Dual Credit Admission

A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:
   1. Obtaining written permission from the high school principal or the principal's designee, as set forth in Appendix C.
   2. Completing a College Application for Admission;
   3. Completing the "Dual Credit Course Approval Form," attached as Appendix C.
   4. Providing an official high school transcript indicating course work completed up to the time of enrollment in the College.
   5. Meeting the following requirements of Applicable Law:
      a) Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores or exemptions must be furnished by the District or the student on an official document at the time of registration.
      b) Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC § 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. Dual credit students taking classes in-person on any College Campus must provide proof of the meningitis vaccination.

B. Students who are enrolled in private or non-accredited secondary schools, or who are home-schooled must meet all admission requirements set forth in this Agreement.

Section 4. Classes and Schedules

A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the District in a timely manner.

B. All high school students enrolled in a College academic dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or District calendar. Neither the College nor the District shall cancel a class unless absolutely necessary. The cancellations shall be processed through the District administration upon consultation between the appropriate representatives of the District and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the District.

C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law for dual credit only if the student meets the College's success standard.

D. Academic dual credit courses must be taught in classes composed solely of academic dual credit students. In the case of technical classes being approved as an articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.

E. In order for the College to provide face-to-face instruction for an academic dual credit course on the School's or another high school campus, which campus must be within a reasonable commuting distance from a College campus, a minimum class size number will be required. The Parties agree that the minimum number of students for a dual credit course in which the instructor is to provide face-to-face instruction may be composed of students from the District as well as one or more other school districts or educational institutions. If there are fewer than the minimum number of students required, the College Director of Dual Credit Programs will confer with the District's dual credit representative to explore instructional alternatives.

Section 5. Instructors

A. The College will approve or select qualified instructors to teach the courses that result in the awarding of dual credit. An instructor is qualified if he or she meets the requirements set forth in Section 130.008(g) of the TEC and other Applicable Law (including, but not limited to SACSCOC Comprehensive Standard 3.7.1 of the Principles of Accreditation and Angelina College's Faculty Credentialing Guidelines). Each dual credit instructor who is a District employee or is not otherwise a College employee will be required to follow the same hiring procedures as any College faculty member, which would include, without limitation, completing an application, interviewing, credentialing review, and undergoing a background check.

B. The faculty teaching dual credit courses will be compensated as set forth in Section 5 – Tuition.

C. The College's academic dean as applicable to the specific dual credit course being provided will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement, whether such instruction is delivered at a College facility, a District classroom, or another location. The oversight, supervision, administration, and evaluation by the College's academic deans will be in accordance with College instructional policies and procedures as applicable to the course being taught. The responsibilities set forth in this Section does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.

Section 6. Tuition

A. Students enrolled in dual credit courses under the Dual Credit Program and/or the District will pay tuition net of any institutional allowance or state aid. The faculty member providing instruction in the ACGM and WECM dual credit courses will be compensated in accordance with the below:
   1. College will charge the same rates for Fees for Dual Credit courses as set by the College's Board of Trustees for all College courses.
   2. During the Term (as hereinafter defined) of this Agreement, the credit hour tuition and fees are subject to change as enacted by the College's Board of Trustees.

Section 7. Instructional Supplies

The College will provide students enrolled in the Dual Credit Program with any supplies normally furnished by the College to its on-campus students.

Section 8. Curriculum and Textbooks

A. In accordance with THECB regulations, Dual Credit instruction follows the same curriculum, materials, grading, and rigor used in the same class taught at the College to non-dual credit College students. The College's Academic Deans, Assistant Deans and Department Heads, through continual monitoring, assure the integrity and rigor of the curriculum in all sections of their discipline or program, both for courses taught as part of the Dual Credit Program and the non-dual credit courses.

B. The College will use the same textbooks for courses taught as part of the Dual Credit Program as the ones used for the identical on-campus course or an equivalent textbook approved by the College. Students or the District, at their cost, are responsible for the procurement of their textbooks.

Section 9. Student Services

A. The College will provide adequate instructional support services, as determined in its discretion, including advising, to meet the needs of dual credit students. The College may work in conjunction with the District to improve student access to key services.

B. Dual credit students and instructors may use the materials and services at the College libraries. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to students and instructors not participating in the Dual Credit Program.

C. Dual credit students may use the computer labs, tutoring center, and other related resources on the College campuses.

Section 10. Funding and Payment

A. Tuition and fee payments in the amounts set forth in Section 5 are due from students at registration. A payment plan is available upon request. Payment is required by the stated due date; all tuition and fees must be collected and remitted to the College prior to the beginning of classes. Failure to pay by the due date will result in the student being dropped from classes.

B. The state funding for dual credit courses will be available to both the District and the College based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, and foreign language dual credit courses.

C. If a student requests to take a class more than twice, he or she will be responsible for the tuition for that course.

Section 11. Records and Reporting

A. **Class Rosters**. The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the District at the close of each semester.

B. **Student Records; Record Retention; FERPA**. In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the Dual Credit Program; provide the other Party copies of the grades, progress, and other informational data on student progress and assessment. Both Parties will be responsible for maintaining student records and records

pertaining to the Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

Section 12. Term and Termination

A. Term. The Term of this Agreement shall commence upon the Effective Date ("Commencement Date") and shall expire on the last day of the second summer semester of 2022 ("Expiration Date"). Notwithstanding the foregoing, both Parties acknowledge and agree that, where necessary, a condition precedent to a Party's signing the Agreement is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as the "Initial Term." Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, this Agreement may be extended for a renewal term ("Renewal Term"). As used in this Agreement, the term "Term" shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this Agreement as set forth herein.

B. Termination. This Agreement may be terminated with or without cause by either Party upon providing written notice to the other Party no later than sixty (60) days prior to the end of the current semester with the termination date being the last day of school under the College's calendar for that semester. Notwithstanding the foregoing, no termination shall take effect with regard to students already enrolled in the Dual Credit Program until such time as those students have completed their dual credit courses.

Section 13. General Contract Terms

A. **Entire Agreement**. This Agreement, including the Recitals, the Appendices, and any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

B. **Amendments**. This Agreement may be modified and amended only by written signatures of both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.

C. **Governing Law; Venue**. This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Angelina County, Texas for any action under this Agreement.

D. **Notice**. All notices hereunder by either party to the other shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given

when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

COLLEGE: Angelina College	SCHOOL DISTRICT: Trinity ISD_____
Director of Dual Enrollment: Jennifer Baldauf	ISD Representative: _____
Phone: 936-633-5382___	Phone: _____
E-mail: jbaldauf@angelina.edu	E-mail: _____

E. **Indemnification**: To the extent allowed by law, each party agrees to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities resulting from the acts or omissions of the other party, its agents, servants, or employees in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.

F. **Relationship of the Parties**. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of the District may teach college courses as adjunct professors of the College or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

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

H. **No Waiver**. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under law.

I. **Assignment**. Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.

J. **Captions**. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

K. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

L. **No Third Party Rights**. This Agreement is made for the sole benefit of the College and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be

deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary

M. **Counterparts; Electronic Signatures; Electronic Transmissions**. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.

N. **Parole 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.

O. **Rules of Construction.** This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement, and no provision of this document shall be construed or interpreted to the disadvantage of any party hereto by any Court or other government or judicial authority by reason of such party having been deemed to have requested, structured, written, drafted or dictated such provisions.

P. **Miscellaneous Provisions.**

1. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
2. 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 statues, rules and regulations. Parties to this MOU shall comply with all Federal, State and local laws.

ATTACHMENTS

The following appendices are attached to and incorporated into this Angelina College Dual Credit Program Agreement:

Appendix A. - Angelina College Policy EGA (Regulation) – Academic Achievement: Grading and Credit

Appendix B. - Interactive Video Class Regulations

Appendix C. - Dual Credit Approval Form

[*Signatures appear on the following page*]

[*Signature page for the Angelina College Dual Credit Program*]

EXECUTED BY THE PARTIES as of the Effective Date of _____, 2019:

ANGELINA COLLEGE DISTRICT

By _____

Michael Simon, Ed.D.

Date _____

TRINITY INDEPENDENT SCHOOL DISTRICT

By _____

District President/CEO Superintendent

Date 5-17-19

APPENDIX A

Angelina College Board Policy Manual EGA (Local)

This Appendix A is attached to and incorporated into the Angelina College Dual Credit Program Agreement ("Agreement") between the Parties (as that term is defined in the Agreement). Any capitalized term used in this Appendix that is not otherwise defined herein shall have the meaning set forth in the Agreement or in the Angelina College policies.

SECTION ONE: GENERAL PRINCIPLES

1.01 Purpose of Grades

The final course grade should reflect an accurate evaluation of the student's understanding of course material, cumulative performance on required tasks and assignments, and achievement of intended learning outcomes. The college encourages faculty to provide graded feedback to students throughout each semester so that students can gauge their academic performance and their understanding of course content.

1.02 System for Grading

At the conclusion of each term, faculty calculate a final grade for each student, enter the final grade in the college's online system, and record the final grade for each student in a grade book for each section they teach in the term. Faculty are required to enter final grades in the college's online system by the deadline for each term published in the college's academic calendar. Students may view the final grade they earned in each course section by logging into the college's online system after the grade posting deadline. The college does not issue grade reports to students. Faculty submit all grade books for the term to the Registrar and to the Associate Dean of Instruction to whom the faculty member reports. The Registrar is responsible for posting each grade to each student's college transcript.

1.03 Description of Grades

The following grades may be assigned by faculty:

- A Excellent
- B Good
- C Average
- D Minimum passing
- F Failure
- I Incomplete college-level course (see process below)
- IP In Progress developmental course
- P/F Pass or Fail
- W Withdraw
- Au Audit

Each course syllabus will document the methodology the faculty member will use to determine the final grade, and the score or points the student must earn to achieve each letter grade. The numerical ranges are established by the instructors and/or the divisions.

The college designates a limited number of courses, typically developmental support courses, as "pass/fail" courses. The college will not calculate a "P/F" grade as hours attempted when calculating grade point average.

1.04 Withdrawal

In order to withdraw from a course and receive a "W" grade, a student must contact the Office of Enrollment Services. When a student withdraws from a class after the census date but before the last day to withdraw as indicated on the college's academic calendar, the Registrar will enter a "W" grade on the student's transcript.

Faculty may administratively withdraw a student from a class section if the student fails to participate and/or to attend the course by contacting the Office of Enrollment Services. The Office will direct the faculty member to complete necessary documentation, including the student's last date of attendance.

SECTION TWO: INCOMPLETE AND IN-PROGRESS GRADES

2.01 Incomplete Grade

For college-level courses, the "I" grade indicates that extenuating circumstances beyond the control of the student have prevented the student from completing the required course assignments during the term, and that the student has completed at least 75 percent of the required course assignments with a passing grade as defined in the course syllabus.

When the college authorizes an "I" grade, the student must complete the incomplete work for the course by the end of the next long term, or within a timeframe specified by the instructor and approved by the Associate Dean of Instruction. Failure to complete the work during the prescribed time may result in a failing grade for the course. The college will calculate the "I" grade as hours attempted in computing the student's grade point average.

2.02 Incomplete Grade Process

The following steps are necessary when an "I" grade is warranted.

1. Student informs faculty member of extenuating circumstances beyond the student's control that prevent the student from completing the course with a passing grade.
2. Faculty member determines if the circumstances described by the student are significant enough to prevent the student from completing the course and are beyond the control of the student.
3. If the faculty member determines the circumstances are significant enough and beyond the control of the student, the faculty member calculates (a) the percentage of the total work required in the course that the student has completed, (b) the cumulative grade the student has earned on completed course work to date, and (c) the reasonable timeframe the student will have to complete the coursework.
4. After completing steps 2 and 3, if the faculty member determines the student may be eligible to receive an "I" grade, the faculty member will submit a written request to his/her Associate Dean of Instruction for authorization to award the "I" grade. The request should include a description of the steps 2 and 3, as well as a detailed description of the course work that the student will need to complete for the course.
5. After reviewing the faculty member's request, the Associate Dean of Instruction may approve or deny the "I" grade in writing to the faculty member, the student, and the Registrar.
6. It is the responsibility of the student to complete the course work within the required timeframe allowing for adequate time for the faculty member to grade the assignments.
7. The faculty member submits the student's final grade within the timeframe required by this policy.

2.03 "In Progress" Grade

An "IP" grade indicates the student has earned less than a "C" grade in a developmental course, but has demonstrated a good faith effort in terms of course meeting attendance, assignment completion, and engagement in classroom activities. The student must repeat the developmental course in which an "IP" grade was assigned and earn a passing grade in the course to progress to college-level courses or the next developmental course. The student may also progress by re-taking the Texas Success Initiative (TSI) examination and earning a passing score at any time.

SECTION THREE: GRADE POINT AVERAGE

3.01 Grade Point Average

The student's grade point average (GPA) is significant in determining eligibility for continued financial aid, for continuance in school, for acceptance at a transfer institution, for graduation, and eventually for employment after completion of a formal education. Grade points are granted for all courses, with the exception of developmental courses, on the basis of the value in semester credit hours for the course and the grade earned as follows:

- A 4 grade points per semester hour
- B 3 grade points per semester hour
- C 2 grade points per semester hour
- D 1 grade points per semester hour
- F, I, P/F 0 grade points

3.02 Special Circumstances

When a course is repeated, the most recent grade earned is the effective grade for calculating grade point average. All developmental courses posted to a student's permanent record will be designated by brackets in the credit earned and grade point columns. While a grade will be shown for each developmental course taken, the grade will not be included in the cumulative grade point average calculation. Developmental courses may not be used to satisfy degree requirements.

3.03 Grade Appeal

The College recognizes a student's right to consistent and relevant forms of assessment and grading. Academic grievances involving assignment grading should be discussed with the course instructor. A grade appeal is a written request submitted by a student to change a course grade (not an assignment grade) for a legitimate reason. **Students have four (4) calendar months from the date the course grade was posted by the faculty member to submit a grade appeal.** Typically, a course grade may only be changed by the instructor of record. Should the employment of an instructor of record end and/or that instructor become incapacitated or unavailable to consider a grade appeal, the Associate Dean of Instruction responsible for the academic division in which the course is offered or the Vice President of Academic Affairs have the authority to change a course grade if appropriate. "Incapacity" means the physical or mental inability to enter grades for the purposes of this subsection only.

3.03.1 Basis for Grade Appeal.

An appeal will not be considered merely because a student is dissatisfied with a grade or disagrees with the instructor's professional judgment of the quality of the student's work or performance. When filing a grade appeal, the student must document credible evidence of one of the three conditions:

1. a mathematical error in the course grade's calculation,
2. a deviation—by the instructor—from the course syllabus or the College's policy manual (this document), or
3. the faculty member's decision when assigning the course grade was arbitrary, capricious or prejudicial.

"Arbitrary" means no reasonable factual basis for reaching the conclusion or taking the action. "Capricious" means unpredictable and subject to whim. "Prejudicial" means irrational attitude of hostility directed against an individual, which does not include hostility on the basis of any legally protected status. **If a student believes a course grade involved illegal discrimination, harassment, or retaliation, the college encourages the student to file a complaint as described in *Regulation FFD*.** Any basis for grade appeal outside of the three conditions listed above or of illegal discrimination, harassment, or retaliation will not be considered, and the College will inform the student of this policy and refuse to process the appeal.

3.03.2 Grade Appeal Process.

When a student has credible evidence that one of the conditions described above influenced an assigned course grade, the student should initiate the following procedure within four months after the course grade was posted.

Step One: Using the college's Student Complaint and Appeal Form (see *FLD Exhibit* in this manual), submit a written request for the instructor of record for the course section in which the student was enrolled to review the grade. The student should provide credible evidence that he/she believes establishes that one of the three conditions exist. The instructor of record shall respond to the student in writing within five (5) days of receiving the appeal.

Step Two: If the instructor of record denies the student's appeal, the student may use the Student Complaint and Appeal Form to appeal to the appropriate Associate Dean of Instruction. The student should provide credible evidence that he/she believes establishes that one of the three conditions exist.

Step Three: If the Associate Dean of Instruction denies the student's appeal, the student may use the Student Complaint and Appeal Form to appeal to the Vice President of Academic Affairs. The student should provide credible evidence that he/she believes

establishes that one of the three conditions exist. The decision of the Vice President of Academic Affairs is final.

3.03.3 Alignment with *Regulation FLD*.

Unless provided in this regulation, the definitions, requirements, and principles (e.g., timing, scheduling, costs, representative, etc.) of *Regulation FLD* also apply to this regulation.

APPENDIX B

Interactive Video Class Regulations

This Appendix B is attached to and incorporated into the Angelina College Dual Credit Program Agreement ("Agreement") between the Parties (as that term is defined in the Agreement). Any capitalized term used in this Appendix that is not otherwise defined herein shall have the meaning set forth in the Agreement or in the Angelina College Board policies and procedures.

The College is pleased to work with area high schools, the District, and Education Service Centers VI and XIII to offer college credit courses to high school students via interactive video conferencing (IVC) and will seek every opportunity to use the available technology to deliver courses to off-campus sites. In order to ensure the highest quality education possible using this technology, the following items must be agreed to by the parties involved.

Determining Appropriateness of Interactive Modality

The College and District representatives shall reach a consensus to determine whether interactive video is an appropriate means to offer a course.

The College will retain final authority as to the instructional modality used (traditional or IVC) depending on course enrollment and the appropriateness of the equipment and room configuration at the District site. Modification to room location or room configurations shall be agreed to in writing, and the modifications shall be completed by the first day of instruction. Any expenses incurred shall be paid by the District.

Class Size and Scheduling

The number of sites in a combined class shall be limited to a total of three sites, including the originating site. The total number of students at all sites shall not exceed the class limits of a traditional class in the same subject at the College.

To determine how many students a remote site can reasonably accommodate, an assessment of the room layout and equipment will be made by a member of the College's Distance Education program. Classes will be scheduled and held according to the College's calendar.

Site Facilitators and Technical Support

Site facilitators or technical personnel must be available before the beginning of each class session to initiate and test the connection to the Educational Service Center and the College.

Each District shall provide an adult site facilitator in the room during the entire class period to monitor class activities, including exams. Each District shall assume the costs of the site facilitators and technical support technicians.

Technical support staff must be on site (not necessarily in the classroom) to assist in resolving technical problems. Site facilitators must have access to a fax machine.

There will be a central point of contact designated at the District. The College's central point of contact for classes conducted via IVC will be designated by the College's Distance Education office.

The College shall pay for mailings originating from Angelina College; the District shall assume costs of mailings originating from the District.

Telecommunication Requirements

Each District shall pay for its T1 and other telecommunication fees, including Educational Service Center fees, and shall be responsible for providing and maintaining its own equipment and connection to the Educational Service Centers. The District shall be responsible for maintaining its T1 lines. There must be a separate dedicated telephone line with access to long distance and a speakerphone in each interactive classroom. A working document camera must be available for use for each class session.

APPENDIX C

Dual Credit Approval Form

ANGELINA COLLEGE
HIGH SCHOOL CONCURRENT
REGISTRATION/ADVISING FORM

Semester/Year: _____

This form was made especially for:
*ISD:*_____
*Grade:*_____

AC ID#: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail _____

Angelina College Advisor Signature: _____ Date: _____

TESTING SCORES (score reports must be sent to Angelina College)

TSI: Reading: _____ Math: _____ Writing: _____ Essay: ____

STAAR English II _____

ZAP	COURSE	TITLE	DAYS	TIME	HOURS
(_____)	_____	_____	_____	_____	____
(_____)	_____	_____	_____	_____	____
(_____)	_____	_____	_____	_____	____

Requirements for Enrollment at Angelina College

1. Complete AC application at www.angelina.edu. Complete Apply Texas Profile then submit application for AC.
2. A student can only enroll in courses for which he/she meets the TSI prerequisites.
3. High school transcript, test scores, updated bacterial meningitis, and this signed form **must be received by AC prior to registration**
4. Payment for course(s) must be made prior to posted deadline.

I understand the requirements listed above. I understand my enrollment is complete only upon full payment prior to the payment deadline. I understand that it is my responsibility to withdraw officially if I decide not to attend. I give permission for Angelina College and the designated high school officials to share my college and high school academic records. I give permission for my parent or legal guardian to discuss my grades, attendance, and other information regarding my enrollment/performance with AC faculty or employees. I give permission for the high school to send all necessary documents for enrollment.

DATE: ____/____/_____ STUDENT: _____

I give permission for the above student to register for college classes offered through Angelina College and give the high school permission to send all necessary documents for enrollment. Unless other arrangements have been made between the school district and Angelina College, I will be responsible for the payment of the costs incurred, including tuition, fees, and textbooks.

DATE: ____/____/_____ PARENT: _____

As a school official, I approve the above student to take courses. I agree to send all necessary enrollment documents. The student meets the criteria for the courses(s) and meets the high school's requirements for college enrollment

DATE: ____/___/_____ HS COUNSELOR: _____