

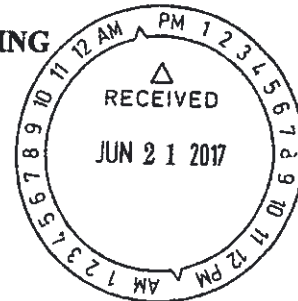


2017-2020
DUAL CREDIT MEMORANDUM OF UNDERSTANDING
BETWEEN

SOUTHWEST ISD

AND

SAN ANTONIO COLLEGE
ALAMO COLLEGES DISTRICT



This Dual Credit Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between SAN ANTONIO COLLEGE (herein referred to as “the College”), a college of the ALAMO COMMUNITY COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SOUTHWEST ISD (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its High School(s) listed at the Alamo Colleges District High School Programs Website (<http://www.alamo.edu/hsprograms>) (herein collectively referred to as “School”), or a private or charter high school (hereinafter referred to as both “School” and “School District”), to facilitate the cooperation between the College and School in the provision of instruction of Dual Credit courses for their School. Each College and School are herein referred to as a “Party,” and collectively as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

TERM AND TERMINATION: This Agreement shall be in effect from the beginning of the School semester, August 2017, to the end of the academic year, June 2020. College shall have a right to initiate a negotiated revision of this MOU prior to the commencement of each of the Fall and Spring semesters during the term hereof. The College and School will complete an Annual Agreement as hereinafter specified. The Annual Dual Credit Timeline, located on the Alamo Colleges District High School Programs Website (<http://www.alamo.edu/hsprograms>) will define all deadlines for the actions defined in this agreement. The College and School reserve the right to terminate this Agreement upon service of written notice to the other party sixty (60) days prior to the expiration of any academic term.

ACADEMIC AGREEMENTS

1. **AGREEMENTS BETWEEN THE COLLEGE AND SCHOOL:** The Dual Credit program will function through three (3) documents: this MOU, a Course Agreement, and a College Enrollment Annual Agreement (“Annual Agreement”). Each School will have a college designated as its primary provider (“Primary College”). Where courses are offered by a College from the Alamo

Colleges District other than the Primary College, a separate MOU will be executed with each Secondary College. Primary and Secondary Colleges for each School will be shown on the Alamo Colleges District High School Programs Website (<http://www.alamo.edu/hsprograms>). This MOU and the Course Agreement will be in effect for three years, subject to amendment as herein provided. The Annual Agreement will be entered into online at <http://www.alamo.edu/hsprograms>. Certain specific responsibilities of the College and School are defined in **EXHIBIT A**, which is attached hereto and made a part hereof for all purposes, with deadlines defined in the Annual Timeline.

2. **ACADEMICS:** This MOU hereby incorporates, by reference, all Dual Credit requirements defined in the Texas Administrative Code ("TAC") and the accreditation requirements established by the Southern Association of Colleges and Schools Commission on Colleges (herein referred to as "SACSCOC"), as such may be amended during its term.

Dual Credit courses may include, courses in the core curriculum listing available in the college catalog, a career and technical education / workforce course that applies to any certificate or associate degree, or a foreign language course. Dual Credit course schedules will be determined by the location of the course delivery, provided that the required contact hours and prerequisites must first be met. The School District will adjust its schedule as necessary to enable students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. Should a School choose to enroll students in courses taught at the College, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District is closed (e.g., different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be available in case of emergency.

Semester grades and grading policies shall be outlined in each instructor's course syllabus. Teachers will assign grades by the deadline defined in the Annual Timeline. Grades are awarded on a 4.0 scale at the College, and School will convert them to School letter grades according to its procedures.

According to Title 19 Texas Administrative Code § 4.85, students taking Dual Credit courses should have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative Assessment. Students must meet the basic skills requirements for the courses and programs defined by the colleges of the Alamo Colleges District. To continue in the College's Dual Credit program, students must be in good standing as defined in the College catalog. Students who are not progressing to successful completion in any Dual Credit course will be counseled by the course instructor, the School and the College. Faculty will follow the College policies for Early Alert and grade posting. Students taking dual credit courses will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options for the student's successful completion or be advised by the instructor, the high school counselor, assigned high

school staff, and/or the College academic representative on consequences of withdrawing from the College course in order to minimize future problems related to admissions, financial aid, and scholarships. Students performing poorly in any Dual Credit course may be dropped from the college-level course prior to the drop deadline. Students enrolled following the drop deadline will receive the grade earned. Withdrawal from the College course does not result in a withdrawal from the high school course. Both the School staff and the designees from the College's Office of High School Programs are responsible for monitoring these actions.

Students may find appropriate resources to support their college experience at www.alamo.edu/hsprograms/student-resources. Students enrolled in High School Programs (Dual Credit, Early College High School or Alamo Academies) have access to services similar to traditional college students who have graduated from high school.

3. **COURSE AGREEMENTS:** Course Agreements will be developed by the College and the School District for each Dual Credit course taught, regardless of instructional site. Academic representatives from both the College and the School District will agree on alignment of college course outcomes and School District curriculum, including but not limited to, length of the course, whether the AP curriculum is appropriate for college-level course, and approved textbook(s) and instructional materials that will be supplied to students by the School District. The Course Agreement requirement for Dual Credit extends to designation of academic and workforce courses for Traditional Dual Credit, Early College High Schools ("ECHS") and the Alamo Area Academies. College, School District and School shall ensure that a Dual Credit course and the corresponding course offered at the School are equivalent. In collaboration, the academic representatives from both the College and the School will develop a Dual Credit syllabus satisfying requirements of both institutions to include: course identifying information, faculty qualifications, text(s), student learning outcomes, and performance measures.
 - A. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course. School shall agree on the Dual Credit courses offered at the School which will be listed on the Alamo Colleges District High School Programs website (<http://www.alamo.edu/hsprograms>). This list will be reviewed and revised prior to the beginning of each academic year. College and School will develop a timeline for completing a Course Agreement by the beginning of each Fall semester for each course currently offered as Dual Credit. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification. For course sections taught at the School, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, unless otherwise specified in the applicable Course Agreement or as otherwise specified in the section hereof captioned "Instructional Materials." The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

B. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 10 - Instructional Materials where details related to the application of instructional materials fees and how these may be incurred by the School District as defined herein.

4. **COLLEGE ENROLLMENT ANNUAL AGREEMENT:** The Annual Agreement will list the courses offered each semester and will be finalized with the School by the date listed on the Annual Timeline. The student enrollment on census day will be the basis for compensation between the parties.

5. **COMPOSITION OF DUAL CREDIT CLASSES:** Dual Credit designated courses offered on the School campus must be composed of Dual Credit students only, except as follows.

Exceptions for a mixed class that includes Dual Credit and high school credit-only students may be allowed only under one of the following conditions:

- A. If the course involved is required for completion under the State Board of Education Foundation High School Program or Distinguished Level of Achievement and/or Performance Acknowledgements graduation requirements, and the School involved is otherwise unable to offer such a course.
- B. If the high school credit-only students are simultaneously enrolled in a comparable College Board Advanced Placement course.
- C. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

Students in Dual Credit, Early College High School or Alamo Academies enrolled in college courses with traditional College Students may be co-enrolled in the same sections only under the following conditions:

- A. The School does not have its own instructor meeting the qualifications defined in the Course Agreement.
- B. Dual Credit and Early College High School (ECHS) students may be co-enrolled in either an ECHS high school designated class or a Dual Credit designated class per Course Agreement.

6. **IDENTIFYING AND ADMITTING DUAL CREDIT STUDENTS:** Each School will assume responsibility for providing information to potential Dual Credit students under the direction of the College. College may collaborate with the School to hold an information session at the School for potential students and their parents. College will work with School to identify classes to be offered from the Course Agreement list. Time frames for each process will be included in the Annual Timeline.

7. **STUDENT ELIGIBILITY AND ENROLLMENT REQUIREMENTS:** Students meeting admission requirements by the deadlines defined by the College in the Annual Timeline may be accepted for Dual Credit courses. In compliance with the State-mandated STAAR and TSI Laws,

the Assessment Policy of the College, and the School requirements, students must meet the eligibility criteria and demonstrate the following academic prerequisites at the time of enrollment into the Dual Credit course(s):

- A. Achievement of the required basic skills prerequisites as defined for each course. Placement scores and course requirements can be viewed through the Alamo Colleges District High School Programs web site (<http://www.alamo.edu/hsprograms>).
- B. Achievement of appropriate School eligibility criteria and satisfactory completion of School Course(s).
- C. Must be in the ninth through twelfth grade as documented in the verification form.
- D. Must be in good standing as defined by the College catalog.
- E. School is responsible for ensuring all Dual Credit students have up-to-date bacterial meningitis documents on file per their records.

These requirements may be modified if the College's requirements are changed. School will be notified of any changes by the date designated on the Annual Timeline.

8. **STUDENT DATA SHARING.** While both Parties maintain information on shared students, each agree to share data not available to the other to ensure data integrity as both Parties use data for enrollment into courses, state reporting, financial matters, and other official business related to the High School Programs listed herein. Parties agree to share student information exclusively for those students who are shared in High School Programs. Parties agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 ("FERPA") and will encrypt the student data before it is transmitted electronically. The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all High School Programs.
9. **SCHOOL OBLIGATION OF STUDENT ASSESSMENT.** If the School is authorized to administer the Texas Success Initiative (herein referred to as "TSI") approved assessment test, then the following requirements shall apply. If the School is not so qualified, then the School shall notify the College in writing of that non-qualification within 30 days after the completion of signature of this MOU.
 - A. School will perform on behalf of College the requirement of TSI Rule 4.55 (19 Texas Administration Code 4.55) that each test-taking student be provided pre-assessment activities ("Activities") that address, at a minimum, the defined Activities components in an effective and efficient manner, such as through workshops, orientations, and/or online modules. Upon request by the College, the School will provide the College an explanation of said Activities and how they are provided. By administering the approved assessment test, the School certifies that the student has been provided the Activities.

- B. The School shall administer a Texas Success Initiative (TSI) college placement exam to all prospective students, abiding by the rules set forth by the College Board to ensure compliance, to assess college readiness, provide students with appropriate academic advising, design individual instructional plans, and enable students to begin college courses based on their performance.
 - C. The School shall implement a plan for TSI success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSI, which interventions shall occur before retesting. The School shall report to the College the number of students who have currently passed each section of the TSI assessment.
Results from TSI exams administered by the School District as a College Board approved test site will be submitted to the College in the required technical format that facilitates official delivery/receipt.
The School District will share the results from TSIA administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA scores will be electronically input into the College's official system of records. The College agrees to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 ("FERPA"). The College will use students' TSIA assessment score data exclusively for official business related to the dual credit program.
10. **INSTRUCTIONAL MATERIALS:** The School District will provide all course materials, including textbooks, instructional materials, syllabi, course packets, and other materials needed for enrollment in classes.
- A. For courses in which Dual Credit students are placed into traditional College classes at the College, the College selects the instructional materials required, and no maintenance period is committed. Notwithstanding anything appearing elsewhere herein to the contrary, for courses taught on the College campus in which Dual Credit students are placed into traditional College classes with non-Dual Credit students, whether face-to-face or online, the College selects the Instructional Materials required and the required materials may change at the discretion of the College: (i) no instructional material continuity commitment applies; and (ii) Instructional Materials fees will be incurred by the School District.
 - B. For Dual Credit courses sections taught at the School District or the College containing exclusively Dual Credit students, the College will maintain the same instructional materials and editions for dual credit courses taught at the high school campus for a minimum of three years dependent upon the signed Course Agreement. The adoption of any course materials, print or electronic, after the signed Course Agreement will require an Addendum.
 - C. For some classes where Dual Credit students are enrolled in course sections with Traditional College Students and Instructional Materials are included in the registration process, the School will be invoiced for the Dual Credit students enrolled. Individual Course Agreements will contain details on the type of instructional materials required for each dual credit course. The Department Chair of each discipline of the College maintains discretion to designate instructional materials for courses in their discipline.

D. The School must consult with the College High School Programs office to determine, prior to enrolling students in courses defined in this section, if Instructional Materials fees are applicable, as the School District will be billed for these fees. The Alamo Colleges District Business Office will bill the School District for those students who are enrolled in these courses on the College's census date. Students who withdraw after census will be billed per Alamo Colleges District billing policy.

11. **ENROLLMENT PROCESS:** Students desiring academic credit from the College must be enrolled for each course during the registration period. In coordination with the School, the College will conduct enrollment each fall and spring semester. The School will meet the deadlines defined in the College Annual Timeline. Students failing to complete the process by the published deadlines will not be eligible for the Dual Credit program. The College must adhere to these deadlines to meet all requirements prior to the published first day of class.
12. **CHANGES IN STUDENT STATUS THROUGHOUT SEMESTER:** The College has a defined process for Students withdrawing from courses. Student withdrawals following census date require the teacher of record or the College's approval in order to process the Student's request. Once processed, the withdrawal will appear on the Student's college transcript. Census rolls are the documentation of Dual Credit students enrolled in classes. Students not listed on the census roll will not be eligible to receive a grade in the course.
13. **GRANTING COLLEGE AND HIGH SCHOOL CREDIT:** In order to have a grade assigned, students must be enrolled at the beginning of the class, must be on the census roll as approved by the instructor of record, and must complete all requirements for the course. Exceptions may be made to these requirements if approved by the School principal and the College's chief academic officer or designated representatives.
14. **TRANSCRIPTION OF COLLEGE COURSES:** All Dual Credit courses will be transcribed immediately upon a student's completion of the performance required in the course. Students enrolled through the census date will have the courses recorded on their permanent student transcript.

ACADEMIC ADVISING AGREEMENTS

15. **SCHOOL OBLIGATION OF ACADEMIC ADVISING:** The School and College through the academic advising process will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from high school to post-secondary education or the workforce and represents high levels of rigor, acceleration, and support. The plan will provide pathways to a certificate, an associate degree or baccalaureate degree, and must follow the courses defined by the College. Designees from the College's Office of High School Programs and the School will be responsible for working to develop and refine a clear and coherent academic course sequence across the two institutions for curriculum alignment.

- A. The School District will provide the School Counselors, School Dual Credit Liaisons and/or other appropriate staff who manage, enroll or otherwise provide guidance to students expressing interest in participating in High School Programs, release time during the summer months or the regular Academic Year to attend the designated workshop session(s) on High School Programs delivered by the College or other Alamo Colleges District Staff. These professional development workshop sessions will prepare participants to provide guidance to high school students throughout the time they are enrolled in High School Programs courses. The workshop series will contain language, guidance, and resources used by the College staff.
- B. The School will assist students to take courses that will count toward the degree at their respective 4 year universities of choice or a degree or certificate from the College.
- C. Staff from the College Student Success will provide students with academic advising on their chosen AlamoINSTITUTE and program of study. Each student will select a high school graduation and college degree plan. The selected plans of study will align with the student's selected high school endorsement.
- D. The Parties must review and agree to the appropriateness of students' enrollment in online courses for each semester.
- E. To enroll in any college-level course, students must meet all of the regular College-course prerequisites. The Parties will assess each student for overall readiness to engage in any college-level course. Any out-of-pocket costs associated with said courses shall be borne by School District. Based on such assessment, designees from the College's Office of High School Programs and the School will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- F. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will be imposed and must either be paid by the School District as fiscal agent or by the student's parent / guardian.
- G. Students taking Dual Credit courses are subject to the same academic policies and procedures as all post-secondary students enrolled in the College. This includes, but is not limited to the Academic, Probationary, Dismissal and Withdrawal policies and procedures of the College.

FINANCIAL OBLIGATIONS

- 16. **FISCAL AGENCY:** For the purpose of this MOU, the School District will act as the fiscal agent. Any fees incurred by students from the corresponding School District will be billed to the School District as the fiscal agent. The School District may, by policy, elect to recover fees incurred by students and paid to the Alamo Colleges District by the School District as fiscal agent to the extent permitted by Applicable Law. Should the School District fail to meet its payment responsibilities as fiscal agent regarding a student, College shall refuse enrollment of that student for the next Academic Year after determination of payment default.
- 17. **COST SHARING:** The Alamo Colleges District and the School District will share costs of all Dual Credit Programs (Traditional Dual Credit, Early College High School and Alamo Academies) by payments from one to another determined by which of them primarily funds the cost of the Dual

Credit Instructor as detailed below.

- A. When the School District contracts the Dual Credit Instructor to teach a Dual Credit course section, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students, but not otherwise. The official student enrollment count will be taken on the course section census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid net 45 days after the applicable course section census date.
 - B. When the College contracts the Dual Credit Instructor to teach a Dual Credit course section and the School District's student enrollment in that course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student in that course section to the Alamo Colleges District. The official student enrollment count will be taken on the course section census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice to be paid net 45 days after the applicable course section census date.
 - C. When the College contracts the Dual Credit Instructor to teach a Dual Credit course section and the School District's student enrollment in that course section totals to 80% or more of the total student enrollment of that course section, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course section census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice to be paid net 45 days after the applicable course section census date.
 - D. Should the School District fail to meet its cost-sharing payment responsibilities, the College may decline to enter into the Annual Agreement and so terminate the Dual Credit relationship, for the next Academic Year after determination of uncured default in payment from the School District.
18. **TUITION AND FEES:** Subject to the cost-sharing noted above, Alamo Colleges District will waive tuition and fees for students enrolled in Dual Credit courses. Students in Traditional Dual Credit may take a maximum of 14 courses in total from the various Colleges of the Alamo Colleges District during their high school tenure based on the approved course load listed in this MOU. Course loads will vary per semester depending on the student's grade level classification and the College's approval. All tuition promotions, incentives or discounts as published by Alamo Colleges District or the College via www.alamo.edu, in printed format, or other broadcast media do not apply to students enrolled in Dual Credit, Early College High School or the Alamo Academies. Examples of promotional incentives include the "*Summer Momentum Plan*" published in the Alamo Colleges District web site, www.alamo.edu/free.
19. **DUAL CREDIT COURSE OPTIONS:** As part of the Alamo Colleges District High School Programs offerings, students may enroll in Dual Credit courses following an academic or workforce program of study. As appropriate, students may enroll in a combination of academic and workforce courses, but shall not exceed 14 courses per student as a cumulative total during their time in high school. Should students chose to enroll in both programs, both students and their parents or guardians must be made aware of the implications of enrolling in multiple

programs. Students wishing to take or retake any additional college courses should apply for Early Admission status. All Early Admission tuition and fees will apply.

20. **TRANSPORTATION:** The School District will be responsible to provide for such student transportation as may be required to and from the College by means meeting the requirements of Applicable Law pursuant to applicable School District rules and procedures.

PROGRAM QUALITY ASSURANCE

21. **FACULTY SELECTION, SUPERVISION AND EVALUATION:** All instructors teaching Dual Credit courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching Dual Credit classes at the School must be approved as faculty by the College prior to teaching Dual Credit courses. The same credentialing and hiring will apply for all dual-credit faculty as for College faculty teaching regular credit courses, per SACSCOC requirements. The College will designate personnel to supervise and evaluate the instructors of the Dual Credit course(s) using the same or comparable procedures used for faculty at the main campus of the College. The instructor(s) will be responsible for providing instruction for the minimum contact hours required for the Dual Credit course(s) (e.g., a 3-semester-hour course requires 48 contact hours). The School District will be responsible for compensating instructors on its staff who teach Dual Credit designed course sections.
 - A. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills ("TEKS") and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the College. College faculty teaching dual credit courses will teach using the respective course Student Learning Outcomes ("SLOs"). Alignment of objectives between School District TEKS and the College SLOs are addressed in the individual Course Agreements.
 - B. Faculty teaching Dual Credit classes at the School will be evaluated at least annually by School District and the College. Student evaluation of instruction takes place each semester and will be a part of the annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and academic division protocols and schedules as pertain to all other College adjunct faculty, per SACSCOC requirements, as well as those required by the Texas Education Agency.
 - C. Instructors' Dual Credit classes may include both traditional dual credit and ECHS students.
 - D. Faculty teaching Dual Credit classes at the School are expected to participate in the early alert system. This system is designed to assist the student and the College to determine when interventions or academic suspensions are required. All Dual Credit instructors must adhere to applicable Alamo Colleges District and College policies. Alamo Colleges District policies are located at: alamo.edu/district/policies/, particularly sections E, F & H. College

academic policies are located at the College's eCatalog and Title IX policies are directly available on the Alamo Colleges District Web site: <http://www.alamo.edu/alamocares/>.

- E. The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.
22. **PARENT OUTREACH:** The School District will take the lead on parent outreach efforts to ensure parents understand the long-term implications of students earning college credits. These long-term implications could pose challenges to their college careers and federal financial aid eligibility, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements. The parties may agree that College representatives could be involved in recruitment events. To ensure that students and parents are aware of college credit opportunities, it is highly recommended that meetings are held on middle school or high school campuses to appropriately explain the opportunities, required commitment and all other implications of students taking college courses during their high school tenure.
23. **COMMUNICATION WITH PARENTS / GUARDIANS:** The School District or School staff will be responsible for all communication with parents. The College personnel will not be expected to communicate with parents.
24. **COMMUNICATION WITH STUDENTS:** In the absence of available School staff, College staff in the High School Programs office will communicate directly with students to ensure that all pertinent details are available to enroll students into courses for the following semester.

LEGAL MATTERS, POLICIES & COMPLIANCE

ACCREDITATION: The College is accredited by SACSCOC, but has been placed on warning status. The warning is not a reflection of the College's quality of instruction, but related to issues of autonomy of each college within the Alamo Colleges District. The College has until December 2017 to address the accreditation principles cited in the warning notification and is taking corrective action. In the event that the College accreditation status changes, another accredited institution within the Alamo Colleges District will fulfill the responsibilities outlined in the MOU.

25. **STUDENT SAFETY:** When on the College campus, students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all Alamo Colleges District students.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of students will be the responsibility of School District.

26. **STUDENT ATTENDANCE POLICIES:** Students enrolled in Dual Credit courses are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. Detailed attendance requirements may be found at the College Catalog section titled Academic Standards. The catalog is accessible at www.alamo.edu for the College.
27. **STUDENT CONDUCT:** Students enrolled in Dual Credit courses are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from the College, shall be in conformity with the Codes of student conduct of the parties. All students will be provided access to the College eCatalog and the Alamo Colleges District Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. Students who do not comply with policies and codes of conduct will be subject to the code of conduct process as outlined in the College catalog. For more detailed information on the Student Code of Conduct, please refer to the Alamo College District Board Policies <http://alamo.edu/district/policies/> under section F.4.2.
28. **STUDENT RECORDS:** In accordance with Applicable Law, School District will maintain student records pertaining to School and provide College copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
29. **APPLICABLE LAW:** The parties agree to operate the Dual Credit program in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code,

-including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

College disability support services are provided to students attending classes at an Alamo Colleges site or online and may include special testing arrangements, readers, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public school system. Therefore, a student requiring disability support services may have differing levels of assistance from School District and College. For a student to receive disability support services at the College, the School counselor must provide a copy of the student's current 504 plan to the Disability Student Services (DSS) office at College. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College DSS office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodations letters for the student. The letters will be given to the student and the School counselor, who then provide the letters to the student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District. The Parties agree to operate the Dual Credit program in compliance with applicable College and School District board policies and procedures and policies and procedures. The foregoing as set forth in this section and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

30. **CIVIL RIGHTS AND ALAMO COLLEGES DISTRICT POLICIES:** The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. Sex and gender discrimination under Title IX cover sexual harassment and sexual assaults and violence occurring on campus.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All Civil Rights complaints involving any Dual Credit students must promptly be shared with the Alamo Colleges District Coordinator of Title IX and the School District's Title IX Coordinator. Title IX Coordinators from the Alamo Colleges District and School District will collaborate to address the complaint. At all times, the Coordinator and the School District will keep each other informed of complaints reported. The results of the investigation and sanctions will also be communicated to the extent permitted by Applicable Law.

All students will have access to AlamoCARES (<http://www.alamo.edu/alamocares/>), a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, harassment, and retaliation, including sexual harassment and violence.

31. **NO WAIVER OF IMMUNITY:** Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.
32. **COUNTERPARTS:** This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.
33. **SEVERABILITY:** In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.
34. **AMENDMENTS/REVISIONS:** This Agreement, except to the extent of any right of College to make ministerial revisions elsewhere herein specified, may only be amended by mutual written agreement of the parties.
35. **NOTICE:** Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as

provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

All notices, demands, or requests to the College shall be given or mailed to:

School District:

Southwest ISD
ATTN: Superintendent of Schools
11914 Dragon Lane
San Antonio, Texas 78252

College:

San Antonio College
ATTN: College President
1819 N. Main Ave.
San Antonio, Texas 78212

Alamo Colleges District:

Alamo Community College District
ATTN: Vice Chancellor for Academic Success
201 W. Sheridan
San Antonio, TX 78204

Additional Notice to:

Name: *Belinda Cisneros*
Title: *Director of Advanced Academics
and Guidance Counseling*
Address: *11914 Dragon Lane, Bldg. 800
San Antonio, Texas 78252*
Tel: *(210) 622-4335 Ext. 3058*
Email: *bcisneros@swisd.net*

General Counsel
Alamo Colleges District
San Antonio, Texas 78204
Tel: 210-485-0050
Email: pmeurin@alamo.edu

36. **CHOICE OF LAW:** This Agreement is to be performed in Bexar County, Texas, and is governed by the Constitution and the internal laws of the State of Texas. The exclusive venue of any suit arising from this Agreement shall be in Bexar County, Texas.
37. **NONASSIGNABILITY:** Parties herein shall not assign any interest in this Agreement and shall not transfer any interest in same without prior written consent of both parties.
38. **INDEPENDENT CONTRACTOR:** Parties shall provide services pursuant hereto, as independent contractors. Both parties understand that the tasks, the details of which both parties do not have legal right to control and no such control are assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between the parties (or its employees). Neither party nor its employees shall be deemed employees of each other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by either party.
39. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
40. **ENTIRE AGREEMENT:** This Agreement along with the Course Agreement and the Annual Agreement and any and all exhibits attached thereto shall constitute the complete agreement between the parties relating to the subject matter herein and supersedes all prior and contemporaneous

proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein. In the event of conflict between these three documents, the order of precedence shall be (1) this MOU, (2) the Course Agreement, and (3) the Annual Agreement.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date stated above.

Alamo Colleges District


Participating School District or School:

Jo-Carol Fabianke Digitally signed by Jo-Carol Fabianke
DN: cn=Jo-Carol Fabianke, o=Alamo
Colleges, ou=Vice Chancellor for
Academic Success,
email=fabianke@alamo.edu, c=US
Date: 2017.12.13 13:46:48 -06'00' 12/13/17

Jo-Carol Fabianke, Ph.D. Date
Vice-Chancellor for Academic Success
Alamo Colleges District

 9/12/17

Dr. Lloyd Verstuyft Date
Superintendent / CEO
Southwest ISD

 8/29/17

Dr. Robert Vela Date
College President
San Antonio College


Approved as to form only


EXHIBIT A

Responsibilities of School and College

I. Responsibilities of School:

- a. School teacher/lead for discipline shall collaborate with College on curriculum, syllabus, text for course as defined in Course Agreement;
- b. School teacher/lead for discipline shall collaborate with College on instructors and syllabus for each section as defined in Annual Agreement;
- c. School shall collaborate with College on promotion of Dual Credit opportunities; School representative(s) will work with School Dual Credit ("DC") instructor to provide presentations;
- d. School shall distribute student admission and enrollment materials and assist students with completing the Admission Checklist;
- e. School shall provide time and support for students to complete the ApplyTexas application and work with School DC instructors to schedule class time to work on the ApplyTexas application;
- f. School shall provide College with a certified list of students eligible to enroll in Dual Credit classes. This will serve as the unofficial transcript;
- g. School shall collect all application, enrollment and course documentation required and provide same to College in accordance with the College defined timeline (if available, this documentation should be scanned and forwarded to College by email);
- h. School shall collaborate with College using on-going reporting to ensure that all documentation is provided by specified enrollment dates as provided in the Annual Agreement;
- i. School shall ensure that the School DC instructor provides all faculty hiring materials to the appropriate College academic contact within hiring timelines;
- j. School shall designate a School DC representative to work with School DC instructors to ensure the instructors are verifying their rosters online and that the instructor provides the School DC representative a copy of their final roster;
- k. School shall designate a School DC representative to work with School DC instructors to ensure they post their college grades online by the deadline and that they provide the School DC Representative with a copy of student grades for posting onto high school transcript;
- l. School shall designate a School DC representative to work with School DC instructors to ensure that all participate in evaluation of instruction as requested by the College DC representative and/or College discipline chair/lead;
- m. School shall ensure that the School DC representative and School DC instructors provide all communication to students, and parents where appropriate, regarding eligibility status and missing paperwork. **At no time** will the College directly contact parents of the students;
- n. School DC representative and School DC instructors will submit FINAL School class rosters to College by the first Monday in August for fall enrollment and the last Monday in November for spring enrollment;
- o. School DC representative will serve as liaison for any individual students enrolling in regular college for Dual Credit, including assuming responsibility for working with parents to ensure that tuition and fees are paid by designated deadlines; and

II. Responsibilities of College:

- a. College academic lead will coordinate all academic decisions;
- b. College chair or designee and/or discipline lead will collaborate with School DC discipline lead on curriculum, syllabus, text for course as defined in Course Agreement;
- c. College chair or designee and/or discipline lead will collaborate with School DC discipline lead on instructors and syllabus for each section as defined in Annual Agreement;
- d. College chair or designee and/or discipline lead will approve eligible faculty as adjunct faculty and ensure that School DC faculty are approved by the Alamo Colleges District governing board;
- e. College DC representative will collaborate with School on promotion of Dual Credit opportunities;
- f. College will serve as advocate for all colleges' Dual Credit partnerships;
- g. College will provide potential student/parent orientations;
- h. College will provide training for School counselors on DC and College enrollment materials required and ApplyTexas application process and all requirements for enrollment;
- i. College will coordinate student admission and provide enrollment materials to School;
- j. College will provide assessment opportunities for potential DC students on the College main campus;
- k. College will confirm eligibility of students for enrollment in the DC program;
- l. College will provide appropriate reports to School on each student's required documentation until all materials are received or the student is dropped from the DC program;
- m. College will provide residency verification for all DC students;
- n. College will notify School of missing grades after the deadlines established in the Annual Agreement;
- o. College will post grades to student transcripts;
- p. College will provide college transcripts at students' request upon receiving an official high school transcript from the student with graduation date; and
- q. College will provide reimbursement payment to School based on DC instructor student enrollment ratio in accordance with the Academic Agreement.