

STATE OF TEXAS §
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COUNTY OF DALLAS §

**AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
PIONEER TECHNOLOGY & ARTS ACADEMY –
GREENVILLE CAMPUS CHARTER SCHOOL CONCERNING
DUAL CREDIT**

This Agreement, made and entered into by and between the Dallas County Community College District (hereinafter “DCCCD”), a Texas political subdivision of higher education, on behalf of **Richland College** of the Dallas County Community College District (hereinafter referred to as “College”) and **Pioneer Technology & Arts Academy – Greenville Campus**, a secondary school, (hereinafter referred to as “High School”), for the College to conduct courses (hereinafter “courses” enumerated in this Agreement to Private School students (hereinafter “Student”) upon the following terms and conditions:

1. Attachments to this Agreement This Agreement contains the following attachments that are incorporated herein as described below:

- A. Attachment A: Dallas County Community Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2017-18);
- B. Attachment B: Course List(s)

2. Term Subject to prior termination of this Agreement as provided in section **9.**, the term of this Agreement shall be in full force and effect for a period of twelve (12) months. This Agreement begins on **September 20, 2018** and ends on **September 19, 2019**.

3. Scope of Agreement and Limitations of Authority The parties agree to the scope of this Agreement as follows:

- A. **The purpose of this Agreement** To provide High School students the opportunity to enroll in college level courses. College and High School will approve students who are qualified to enroll in courses enumerated in this Agreement as reference as Attachment B. Courses will be offered at High School or College. These students are enrolled in the secondary school of Pioneer Technology & Arts Academy – Greenville Campus Charter School. Faculty from College will conduct these courses.
- B. **Description of Services** Under this Agreement, qualified High School students may enroll in college courses listed within this Agreement that have been aligned and

approved as dual credit courses by the College. College will inform High School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

C. Awarding of Credit The College will award college credit for courses which appear in this Agreement by reference as Attachment B. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and Texas Education Agency requirements for high school graduation and shall be at more advanced level than courses taught at the high school level.

D. Transcripting of Credit For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.

E. Conditions of Service

- (1). The Dallas County Community College District Dual Credit program falls under the general "Concurrent Enrollment" category of Coordinating Board guidelines. Services under this Agreement are limited exclusively for Dual Credit for in-county tuition rate for approved Dual Credit courses (Attachment B). For this in-county tuition rate see 3.J.1 of the Agreement.
- (2). High School shall adhere to the DCCCD Guidelines for Dual Credit Courses and Remedial Courses that are incorporated into this Agreement by reference as Attachment A. If the Texas Higher Education Coordinating Board and Dallas County Community College District adopt new Guidelines during the term of this Agreement, these new Guidelines shall prevail. College will promptly provide High School with a copy of any new or revised Guidelines.
- (3). All Private School students wishing to participate in the Dual Credit program by taking a course(s) described in Attachment B must:
 - (a). Completed College application for admission to the College;
 - (b). Clearly establish their residency classification;
 - (c). Complete the High School Student Enrollment Form;
 - (d). Provide a current high school transcript of school subjects completed;
 - (e). Provide required documentation for meningitis vaccination if attending classes on a DCCCD campus;
 - (f). Complete all other documentation required by the College, and
 - (g). Satisfy Texas Success Initiative ("TSI") requirements, including the College pre-assessment activity ("PAA").
- (4). Students must demonstrate college level readiness by achieving the minimum passing standards for Texas Success Initiative on relevant sections of the Texas

Success Initiative Assessment (TSIA) or be TSI exempt or waived to enroll in a College level course. Students may take the College TSI Assessment test at the College's Testing Center.

- (5). Each course under this Agreement must be taught using a College Common Learning syllabus as an outline. Course Objectives/Competencies/Learning Outcomes listed in the Common Learning Syllabus must be included in the syllabus and the syllabus must be distributed to the students. In addition, the syllabus must specify evaluation methods the instructor will use to assign college grades. Copies of all major examinations will be submitted at the end of the semester to the appropriate division dean at the College.
- (6). A College supervisor will review the major examinations in each course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (7). College and High School will agree on the number of students per class.
- (8). If a student is enrolled simultaneously in college and high school pursuant to this Agreement, the two schools may share information regarding the student in compliance with 34 CFR § 99.34(b).
- (9). Enrollment of High School student in an online dual credit course provided under this Agreement will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with the College after consultation with the appropriate High School counselor.
- (10). Students may take approved dual credit courses which are incorporated into this Agreement by reference as Attachment B. Approved dual credit courses are made available at the College and/or High School. College may also offer these courses at the college during the evening, week-end, and summer to dual credit students. The High School may accept these courses for dual credit upon student presenting official College transcript to High School. Courses not listed on Attachment B do not qualify for dual credit. Students who have acquired TEA course graduation requirements are no longer eligible for dual credit.
- (11). Within the scope of this provision but not later than the start of the semester, courses may be added or revised within the following parameters without Board approval:
 - (a). Through an oversight, the parties inadvertently omitted classes from the course matrix that they previously agreed to include;
 - (b). A typographical, transcription on course identifiers, or other minor editing error; and
 - (c). If the State changes course offerings, then the appropriate change may be

made.

The College shall be solely responsible for properly documenting all information on the course matrix.

- (12). A student shall be required to comply with all requirements prescribed by applicable law or the College for continued enrollment in dual credit courses in a following semester.
- (13). Misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning Pioneer Technology & Arts Academy - Greenville students while at College are the sole responsibility of the Pioneer Technology & Arts Academy - Greenville. College shall report in writing disciplinary problems to Pioneer Technology & Arts Academy - Greenville. In addition, College may refuse to admit students with disciplinary problems.
- (14). College's performance of its duties under this Agreement is specifically contingent upon receipt of adequate funding from the State of Texas and its funding sources.

F. Responsibilities of Private School Private School shall:

- (1) Provide the College with all student admission documentation, including an annual updated High School transcript;
- (2) Provide the College with official faculty transcripts;
- (3) Provide a contact person who will fulfill the duties of a Dual Credit Coordinator, and
- (4) Private School shall adhere to:
 - (a). Policies of Private School;
 - (b). Policies of the College, and
 - (c). Policies in the DCCCD Board of Trustees Policies and Administrative Procedures Manual.

G. Responsibilities of College College shall:

- (1) Monitor the instruction of all courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the DCCCD. College will designate staff personnel to monitor and assure adherence to these standards.
- (2) Provide mandatory orientations and staff development for High School instructors involved with this dual credit partnership.

- (3) Conduct an annual faculty evaluation the same as that for all adjunct college instructors.
- (4) College will inform Private School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

H. Instruction of Courses Dual Credit courses will be taught by college faculty or qualified high school instructors who meet the same criteria as college faculty. College will select dual credit faculty.

I. Classroom Facilities

College and/or High School shall provide appropriate classroom facilities for Dual Credit courses taught on College and/or High School Properties.

J. Tuition, Textbooks, and School Supplies

- (1) By written Agreement, students attending high schools located outside of Dallas County and within the State of Texas who are enrolled in courses for which they receive joint credit under the Texas Education Code shall be charged the **in-county tuition rate for eligible dual credit courses including online dual credit courses.**
- (2) Students will be responsible for the costs of textbooks, access codes, and required course supplies when such costs are not being provided by the High School.
- (3) The same textbooks shall be used within the same course when taught either at the High School or high school only classes at College. The same English textbooks and other teaching materials are used as the standard for all English classes. Each academic year, any required access code must be purchased for each student enrolled in that course to fulfill that requirement.
 - a. For dual credit courses that are taught at the High School, College may require all high schools to replace hardcopy textbooks or textbooks that require an access code that have been used by the High School after two-four years of continuous use, or after the expiration of a textbook's useful service, as reasonably determined by the college.
 - b. Students who enroll for dual credit courses that are taught at the College, must use the most current textbook as reasonably approved by the College instructional division.
 - c. Textbooks that are bundled with other instructional tools such as software products and/or licenses may not qualify as being a re-usable textbook. If that is the case, some replacement software may be purchased if made available by the vendor. Other instructional tools does not include textbooks that

require an access code.

(4) Classroom textbook(s) shall be determined prior to the start of classes.

K. Payment of Services During the term of this Agreement, the Colleges may commence their services during an academic term that does not coincide with the beginning date of this Agreement. This is because some portion of the Dual Credit courses are, or may be taught utilizing (high school) teachers. DCCCD agrees to pay for such Dual Credit instructional services for the courses contemplated by this Agreement, in accordance with Attachment C.

The following chart represents a breakdown of monies that the college(s) are authorized to spend for educational services under this Agreement. Monies that DCCCD pays for Dual Credit instructional services shall not exceed the following dollar amounts.

L. Title IX Compliance Consistent with Title IX of the Education Amendments of 1972 and DCCCD Board policy and procedures, the college Title IX Coordinator shall address any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a DCCCD sponsored program or event.

M. Limitations of Authority

- (1) Neither party has authority to act for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- (2) Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written Amendment to this Agreement. Changes to this Agreement are subject to the approval of the DCCCD Legal Department.
- (3) Neither party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

4. Assignment Neither party may assign their interest in this Agreement without the written permission of the other party.

5. Responsibility To the extent permitted under Texas law and without waiving any immunities or defenses, including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of the

parties involved. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

6. Applicable Law This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

7. Venue The parties herein agree that this Agreement shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

8. Waiver The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in the Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

9. Right of Termination This Agreement may be terminated upon:

- A. Mutual written consent;
- B. Written notice by College or Private School to the other party at least ninety-days prior to the date of termination. Termination under this sub-section will occur on the day after the end of the semester in which the ninety-day period expires, or
- C. The breach of this Agreement by Private School. A breach of this Agreement by Private School will result in:
 - (1) An immediate termination of this Agreement after notice whereupon Private School will forfeit rights to the terms and conditions of this Agreement, or
 - (2) Termination at the end of any academic term.

A breach of this Agreement includes, but is not limited to:

- (a). A violation of the policies and rules of the DCCCD;
- (b). A misrepresentation or false statement in this Agreement by Private School; or
- (c). Nonperformance of the party's duties.

Private School has thirty (30) days to cure a breach after written notice of the breach. If the breach is not cured, termination is immediate. If the other party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.

10. Miscellaneous Provisions

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. Under no circumstances shall either party be deemed an employee of the other.

- C. 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.
- D. Transportation to and from College is responsibility of Private School and/or Student.

11. Notices All notices and communications under this Agreement shall be mailed or delivered to the respective parties by depositing same in the United States mail at the address shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses:

Richland College

Becky Jones
Executive Dean
12800 Abrams Road
Dallas, TX 75243

Pioneer Technology & Arts Academy - Greenville

Shubham Pandey
Superintendent
3200 Oates Drive
Mesquite, TX 75150

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

12. 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.

13. Parol Evidence and Status of Agreement This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

14. Signatory Clause The individuals executing this Agreement on behalf of Richland College and Pioneer Technology & Arts Academy – Greenville acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement and the Attachments A and B hereto. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in paragraph 2. Term of this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Kathryn K. Eggleston, Ph.D. **Date**
President, Richland College

**PIONEER TECHNOLOGY & ARTS ACADEMY –
GREENVILLE CAMPUS**

By: _____ **9/20/18**
Shubham Pantley **Date**
Pioneer Technology & Arts Academy
Superintendent