

**INSTRUCTIONAL AGREEMENT**  
**BETWEEN**  
**TARRANT COUNTY COLLEGE DISTRICT**  
**AND**  
**CROWLEY INDEPENDENT SCHOOL DISTRICT**  
**DUAL CREDIT PROGRAM**  
**STATE OF TEXAS**

This Agreement (herein so called), made and entered into on June 1, 2015, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Crowley Independent School District**, (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years **beginning on June 1, 2015 and ending on June 1, 2018**. Sixty days before the end of the term, Crowley Independent School District may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

**PURPOSE**

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and Crowley Independent School District will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through Crowley Independent School District for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

**ELIGIBLE COURSES**

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A.

**LOCATION OF CLASS**

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Good Practice for Courses Offered Electronically and the COLLEGE DISTRICT's standards for distance learning

courses.

### PROGRAM DETAILS

- (1). The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College Dual Credit Guidelines found in Attachment B of this Agreement.
- (2). Program guidelines align with the Texas Administrative Code Chapter 4: Subchapter D. If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.
- (3). Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:
  - a.) Admissions Application
  - b.) High School Early Enrollment Form
  - c.) Family Educational Rights and Privacy Act Waiver (optional)
  - d.) Meningitis Vaccination Record (if taking courses at a TCC campus)
  - e.) Residency Questionnaire (if undocumented status)
  - f.) LUNDC Waiver (if undocumented status)
- (4). A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.
- (5). All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT'S Syllabus.
- (6). The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a minimum of 15 students per class.
- (7). Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (8). Student misconduct on COLLEGE DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S Student Code of Conduct. The COLLEGE DISTRICT shall report disciplinary problems to SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit students with disciplinary problems.
- (9). Students must maintain a grade average of a "C" or better in each dual credit course to remain eligible in the program.
- (10.) These requirements may be modified if the COLLEGE DISTRICT'S requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar

### COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) accreditation requirements.

Reimbursement by COLLEGE DISTRICT to SCHOOL DISTRICT in the amount of \$ 1,835.00 for a 3 credit hour course or \$ 2,448.00 for a 4 credit hour course. This payment will be made for the courses taught at SCHOOL DISTRICT campus by a SCHOOL DISTRICT instructor and listed in this Agreement. SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to SCHOOL DISTRICT.

### JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit courses at least one semester in advance of offering the courses.

Each academic year, the SCHOOL DISTRICT will submit a Letter of Continuation to the COLLEGE DISTRICT as confirmation to 1) continue with all terms listed in this Agreement, or 2) amend current terms of the Agreement prior to the start of Fall semester classes.

### TEXTBOOKS AND COURSE SUPPLIES

Throughout the duration of this Agreement (check appropriate box [es]):

- The SCHOOL DISTRICT will provide textbooks for students
- Students are responsible for purchasing textbooks
- Course supplies will be purchased/provided by the SCHOOL DISTRICT
- Students are responsible for purchasing course supplies

### PAYMENT FOR SERVICES

Throughout the duration of this Agreement (check appropriate box):

- Students are responsible for tuition costs
- The SCHOOL DISTRICT will cover all students' tuition costs
- The following organization will be paying the cost of students' tuition:

### DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advisement, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.

- D. Drop a student at the request of the high school or of the student and report the student's request to the high school principal.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Conduct dual credit faculty evaluations on a yearly basis, similar to that of the COLLEGE DISTRICT'S adjunct instructors.
- G. Provide professional development to SCHOOL DISTRICT instructors teaching dual credit coursework.

### **DUTIES OF THE SCHOOL DISTRICT**

SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one semester in advance of offering courses.
- B. Provide a copy of SCHOOL DISTRICT'S annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully passed met the test score requirements to participate in the Dual Credit program.
- G. Screen students for supplementary requirements as established by SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
  - (1). Student Texas Success Initiative ("TSI") exemption records;
  - (2). Advising of students with completion of all required COLLEGE DISTRICT admissions documents;
  - (3). Assist the COLLEGE DISTRICT with student orientation;
  - (4). Please include the Coordinator with the COLLEGE DISTRICT timely submission in alignment with published due dates all student documentation
  - (5). Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.

## **AGREEMENT**

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

## **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

## **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 SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and 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. The Parties acknowledge and agree that no Party will be liable for the activities or 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.

## **LIABILITY**

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

## **RIGHT OF REVOCATION**

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

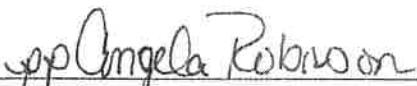
COLLEGE DISTRICT  
Dr. Carlos Morales  
President, TCC Connect  
Tarrant County College District  
1500 Houston Street  
Fort Worth, Texas 76102


SCHOOL DISTRICT  
Dr. Dan Powell  
Superintendent of Schools  
Crowley Independent School District  
512 Peach Street  
Crowley, Texas 76036

Executed June 1, 2015, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1<sup>st</sup> for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

CROWLEY INDEPENDENT SCHOOL DISTRICT

By   
Erma C. Johnson-Hadley  
Chancellor, Tarrant County College  
Vice Chancellor for  
Administration and  
General Counsel

By   
Dr. Dan Powell  
Superintendent of Schools  
Crowley Independent School District

*Implemented July, 2015  
TCC Connect/mr*

Name of High School Campus/ISD	College Course	Semester credit hours (SCH) granted	High school (HS) course equivalent	HS course credit	Instructional site (HS or TCC Campus?)	Financial Responsibility			Semester to be offered (check all that apply)		
						Tuition	Textbooks		Fall	Spring	Summer
Crowley HS and North Crowley HS	ECON 2301	3 SCH	Dual Credit Economics	0.5	TCC Crowley South Campus Center	ISD	ISD			X	
Crowley HS and North Crowley HS	ENGL 1301	3 SCH	English III: A	0.5	TCC Crowley South Campus Center	ISD	ISD		X		
Crowley HS and North Crowley HS	ENGL 1302	3 SCH	English III: B	0.5	TCC Crowley South Campus Center	ISD	ISD			X	
Crowley HS and North Crowley HS	ENGL 2323	3 SCH	English IV: A	0.5	TCC Crowley South Campus Center	ISD	ISD		X		
Crowley HS and North Crowley HS	ENGL 2328	3 SCH	English IV: B	0.5	TCC Crowley South Campus Center	ISD	ISD			X	
Crowley HS and North Crowley HS	GOVT 2305	3 SCH	Dual Credit Government	0.5	TCC Crowley South Campus Center	ISD	ISD		X		
Crowley HS and North Crowley HS	HIST 1301	3 SCH	US History	0.5	TCC Crowley South Campus Center	ISD	ISD		X		
Crowley HS and North Crowley HS	HIST 1302	3 SCH	US History	0.5	TCC Crowley South Campus Center	ISD	ISD			X	