This Interlocal Agreement ("ILA") effective as of August 17, 2020 ("Effective Date"), is made and entered into by and between Dallas College a Texas political subdivision of higher education ("College") located at 3030 N. Dallas Ave., Lancaster, TX 75134, and Desoto Independent School District, "Desoto ISD"), a Texas political subdivision of secondary education. The College and the Desoto ISD may hereafter be individually referred to as “Party” and collectively as “Parties.” The Parties enter into this ILA for the purpose of the development and support of a Early College High School ("ECHS" or “ECHS Program”).

WHEREAS, the Parties desire to collaborate for the development and support of a ECHS Program authorized by Sections 29.551 – 29.557 of the Texas Education Code;

WHEREAS, the model provides students the opportunity to earn a high school diploma and college credit towards an Associate Degree, two-year postsecondary certificate, or industry certification as well as authentic work experiences designed to prepare students for positions in their field;

WHEREAS, the ECHS will be located at 600 Eagle Dr., Desoto, TX 75115, with no more than 500 students;

WHEREAS, the Parties intend this ILA to serve as an Articulation Agreement under Section 29.551 of the Texas Education Code;
WHEREAS, the Parties are authorized to enter into this ILA pursuant to Section 791.011, Texas Government Code,

WHEREAS, this ILA will provide efficiencies and cost savings to the Parties and will benefit the students and taxpayers of Dallas County; and

WHEREAS, it is the intention of the Parties that the Early College High School ("ECHS") shall be operated in accordance with the legislative grant of authority for in Tex. Educ. Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by the Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the Parties mutually agree to the terms and conditions set forth below and in any attachments to this ILA, which are hereby incorporated by reference into this ILA for all purposes.

1. Attachments to this ILA: The ILA contains the following attachments that are incorporated herein by this reference:

   A. Attachment A: Dallas Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2020-21);
   B. Attachment B: Course List(s); and
   C. Attachment C: Payment of Services (Delete C if not needed and remove references of C throughout this template).

2. Term: All terms of this ILA are strictly contingent upon the annual approval of the ECHS Program by the Texas Education Agency ("TEA"), in compliance with section 102.1091 of the Texas Administrative Code. Subject to prior termination of this ILA as provided in Section 6, the initial term of this ILA is in full force and effect for a period of one-year, beginning August 17, 2020 and ending August 16, 2021. At least one hundred twenty days before the expiration of the initial term and any subsequent renewal terms, College and Desoto ISD shall review this ILA and may renew it for up to two consecutive one-year terms, upon:

   A. Annual approval of the ECHS Program by TEA; and
   B. Written approval of the College and Desoto ISD.
Each term for educational services under this ILA is strictly contingent upon the TEA’s annual approval of the ECHS Program.

3. **Guiding Principles**: The College and Desoto ISD alliance will function with the following principles:

   A. Establishment of a mutually beneficial partnership between College and Desoto ISD that allows a flexible and creative response to the mission, as well as the organizational, and fiscal needs of both institutions.

   B. Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, as well as curriculum development; training and student services.

   C. Provision of rigorous college readiness; compliance with Texas Higher Education Coordinating Board ("THECB") rules relating to list of aligned high school and college courses, dual credit and/or technical credit courses.

   D. Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.

   E. Location of the Early College High School for grades 9-10 will be on the Desoto Early College High School campus and as feasible on the Cedar Valley Campus for grades 11-12.

   F. Shared use of College and Desoto ISD facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, and/or staff in program success.

   G. Selection of students for participation in the ECHS program who reflect the diversity of the region served by the ECHS ("ECHS Student").

   H. Compliance with THECB rules relating to Dual Credit which are incorporated into this ILA by reference as Attachment A, in accordance with TEC section 29.908.

   I. Collaborate to ensure that the rigor, academic requirements and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.

   J. Collaborate to ensure compliance with all state and federal laws and regulations, and any state education regulatory agency requirements, applicable to performance under this agreement, including without limitation, TEA Program Requirements.
4. **Statewide Goals for Dual Credit:** Pursuant to Texas Education Code Section 28.009 and 19 Texas Administrative Code Rule 4.84, the College and the Desoto ISD set forth the following goals for dual credit to align with statewide goals for dual credit programs in Texas, as prescribed by the THECB and the TEA.

**Goal 1- Outreach Efforts:**

A. College and Desoto ISD shall provide online dual credit information to the public.

B. College and Desoto ISD dual credit and advising staff shall provide dual credit information sessions at the Desoto ISD’s high schools, colleges and at community events.

C. College Dual Credit Office will collaborate with the ECHS or ECHS and Desoto ISD to assist with recruitment of students and to provide students and families with information about the College and educational opportunities.

D. The ECHS recruitment and enrollment processes shall identify, recruit, and enroll the subpopulations of at-risk students (as defined by Public Education Information Management System (PEIMS)), including, but not limited to, students who are of limited English proficiency, students with disabilities, or students who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, parent or student essays, minimum grade point average (GPA), or other criteria that create barriers for student enrollment.

E. The ECHS shall identify, recruit, and enroll subpopulations (in addition to those who are at risk as defined by PEIMS) that are historically underrepresented in college courses (e.g., first generation college goers, students of low socioeconomic status, African American, Hispanic, Native American.)

F. The ECHS shall clearly document recruitment and enrollment policies and practices; refining and improving them annually based on data reviews.

G. Recruitment and enrollment processes (including marketing and recruitment plans, materials, and timelines) shall include input from key stakeholders (e.g., parents and community members; postsecondary partners); target student populations as described in E and F above; and include regular activities to educate students, counselors, principals, parents, and school board and community members.

**Goal 2- Student Transition to and Acceleration Through Postsecondary Education:**

A. College orientation sessions, along with dual credit, ECHS and PTECH orientations, which include information about college degree and certificate options, student support services, and extra-curricular activities, will be provided.
B. College tours and activities will be provided to students throughout the academic year to prepare for the transition to the College.

C. College Career Services and the Desoto ISD Counseling Services Offices provide students with Career Interests tools and workshops to help students better identify a program of study that will align with their current and future educational goals and career options.

D. Students may take approved dual credit courses that apply toward the core curriculum, a certificate program, an Associate of Applied Sciences, an Associate of Arts, or an Associate of Science. College courses, certificates and degree plans are available within the college’s online catalog.

E. Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificate and/or degree plan.

F. College shall provide students with information regarding the requirements of filing a degree plan with the College and consulting with an academic advisor.

G. College and the Desoto ISD’s high schools provide high school and college degree completion information to students. The College Transfer Services office provides information regarding the transfer of college credit courses from the College to other colleges and universities. The College Transfer Services also provides transfer guides which include courses (course numbers and course names) within the college that will transfer into degree plans at other institutions of higher education.

H. College and the Desoto ISD shall develop a contingency plan for students off-track for success in the ECHS/PTECH program. Support systems shall include infrastructure, resources, and personnel to enable every possibility to retain the student in the ECHS program.

I. The ECHS shall provide enrichment opportunities, including:
   a. A structured program of community service to promote community involvement.
   b. Partnering with community businesses to expose students to a variety of potential career options and possible internship opportunities.
   c. Providing college awareness to current and prospective students and families, including:
      i. Application assistance,
      ii. Financial aid counseling, and
      iii. College and career counseling.

Goal 3- Academic and College Readiness Advising and Support Services:

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A. College and ECHS shall provide students with career information, degree and certificate options, and academic advising.

B. College and ECHS shall provide students with support services to include college success workshops, learning support and tutoring centers, academic advising and career workshops.

C. College provides students with support services to include college success workshops, time management, learning and support centers, tutoring centers, libraries, academic advising and career workshops. Other college support services include the College Health Center and Disability Services Center. Students are encouraged to utilize support services that are available at the college and high school.

D. Designate a Desoto ECHS liaison to monitor and advise students on the transferability of all college credit offered and earned.

E. The ECHS shall support students in their course of study.
   a. The ECHS shall provide academic support to the students by personalizing the learning environment in the following ways:
      i. Developing individualized student plans for ongoing academic support,
      ii. Providing tutoring and/or Saturday school for identified students in need of academic supports,
      iii. Providing advisory and/or college readiness and support time built into the program of study for all students, and
      iv. Establishing a mentorship program available to all students.
   b. The ECHS shall provide social and emotional support to the students as needed, including:
      i. connections to social services
      ii. parent outreach and involvement opportunities

Goal 4- Course Quality and Rigor:

A. Content of course will be college-level and ECHS Students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Early College High School Guidelines.

B. ECHS dual credit courses must demonstrate the same quality and rigor as College courses.
C. The College shall ensure that an ECHS dual credit course and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.

D. ECHS students must maintain satisfactory academic performance in the ECHS program; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each semester of enrollment in the ECHS.

E. Academic policies applicable to courses taught at the College's main campus shall also apply to ECHS dual credit courses.

F. The ECHS shall provide a course of study that enables participating students the opportunity to complete high school graduation requirements and earn an associate degree or at least 60 semester credit hours toward a baccalaureate degree. A four-year crosswalk must be in place detailing how students will progress toward this goal including alignment of high school and college level courses. This crosswalk must provide pathways to a certification, an associate degree, or a baccalaureate degree and must follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual (ACGM) and/or the Workforce Education Course Manual (WECM). The campus may implement multiple dual enrollment delivery models:
   a. College courses taught on the college campus by college faculty
   b. College courses taught on the high school campus by college faculty
   c. College courses taught on the high school campus by qualified high school faculty
   d. College courses taught virtually, via distance/online/blended learning

5. Purpose and Scope of the ILA: The purpose and scope of the ILA are as follows:

A. Purpose: The purpose of this ILA is to provide a system under which an eligible high school student may enroll in state approved college course(s) and receive course credit for the course(s) from both the college and high school. ECHS dual enrollment is structured education, training, and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education. College, ECHS and Desoto ISD will approve Students who are qualified to enroll in courses enumerated in this ILA. Courses enumerated under this ILA (see Attachment B) will be offered at both the ECHS and College. Faculty from College and Desoto ISD will conduct these courses.
B. **Governance**: The College Dual Credit program, including the ECHS Program, shall be governed by state and federal laws and regulations, as well as Desoto ISD policies (hereinafter “Desoto ISD Policies”) and College rules, regulations, policies, and procedures, including, without limitation, policies set forth in the College Board of Trustees Policies and Administrative Procedures Manual, and all other applicable rules, regulations, and operational memorandum of the College (hereinafter, “College Policies”). In the event of a conflict between the Desoto ISD Policies and those of the College, College Policies shall control.

1. The ECHS Principal shall:
   a. Have the reasonable authority to implement the following, consistent with the rules and guidelines established by TEA, Desoto ISD, and College:
      (1) Staffing;
      (2) Budget;
      (3) Student assessment, curriculum and scheduling;
      (4) Professional development;
      (5) Access to school and student data for ECHS Students with permission of the College; and
      (6) Parent and community involvement consistent with the mission and needs of the school.
   b. Report to Desoto ISD’s Superintendent or his/her designee through the established Desoto ISD governance structure; and will collaborate with the Cedar Valley Campus president or designee on matters related to the ECHS.
   c. Serve as the primary contact and spokesperson for the Early College High School with the community and College partners.
   d. Serve as the manager of any grant awarded by the TEA in support of the ECHS program.

2. The ECHS Advisory Committee:
   a. Will serve as an advisory committee to the ECHS Principal and the College President or Designee in developing a coherent program across institutions.
   b. Shall include, but is not limited to, representatives of Desoto ISD, which are Desoto Early College High School Committee Site-Based Decision-Making Committee ("SBDM"), College, and representatives from industry and the community. The specific membership of the Early College Advisory
Committee will be determined by the Superintendent of Desoto ISD, the President of College, the Principal of Desoto Early College High School, and they shall meet regularly as reasonably agreed upon by the advisory committee.

C. **Description of Services:** The College shall provide instruction for the courses listed on Attachment B exclusively for qualified ECHS students.

D. **Awarding Credit for Courses:** The College will award credit for courses for which Dual Credit Course Articulation Agreements have been approved. A list of aligned high school and college courses appear in Attachment B. The Parties warrant and represent that the courses included therein have been evaluated and approved through the official College curriculum approval process in accordance with THECB and TEA requirements for high school graduation and are at a more advanced level than courses taught at the high school level. Dual credit will only be awarded for courses aligned and approved as reflected in Attachment B. Within the scope of this provision, but not later than ten (10) business days prior to the start of the semester, courses may be revised or added to Attachment B, without the necessity for Board approval, in the following instances only:

   a. Through an oversight, the Parties inadvertently omitted classes from the course matrix that they previously agreed to include;
   
   b. A typographical, transcription relating to course identifiers, or other minor editing errors; 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.

ECHS students 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.
E. **Transcripting of Credit:** For ECHS Dual Credit Courses, high school as well as college credit shall be transcripted immediately upon a student’s completion of the performance required in the course.

F. **Conditions of Service:** The Parties understand and acknowledge the following conditions of service under this ILA:

1. The Dallas College Dual Credit program falls under Texas Higher Education Coordinating Board Rule 19 TAC §§ 4.81-4.85, “Dual Credit Partnerships Between Secondary Schools and Texas Public Institutions of Higher Education.”
   Services under this ILA are limited exclusively to Dual Credit for the College in-county discounted tuition rate of $59 per credit hour for eligible dual credit courses including online dual credit courses (Attachment B).

2. All students wishing to participate in the ECHS Program by taking a course(s) described in Attachment B must:
   - Complete College application for admission to the College;
   - Clearly establish their residency classification;
   - Complete the Early College High School Enrollment Form;
   - Provide a current high school transcript of school subjects completed;
   - Provide required documentation for meningitis vaccination if attending classes on the College campus;
   - Complete all other documentation required by the College;
   - Satisfy Texas Success Initiative (hereinafter the “TSI”) requirements, including the College pre-assessment activity (“PAA”);
   - Demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines; and
   - Verify to the college a degree plan has been filed with the college and the courses being taken are consistent with the degree plan.

3. To enroll in an ECHS Dual Credit course offered under this ILA, Students must satisfy Texas Success Initiative requirements, or qualify for a TSI exemption, exception or waiver to enroll in a College level course. Students may take the College TSI Assessment test at the College’s Testing Center. The administration
of the new TSIA2 will begin on August 31, 2020.

(4). Courses approved for dual credit by the THECB shall be in the College’s:
   (a). Core Curriculum;
   (b). Career and Technical Education Courses that apply to any certificate or Associate Degree offered by the institution; courses contained in the Workforce Education Manual (WECM);
   (c). Courses with the following rubrics: ACCT, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, and RNSG; and
   (d). Foreign Language courses

(5). Each ECHS Dual Credit course offered under this ILA 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). Approved ECHS dual credit courses may be within Educational Pathways, Blocks of Credit, Certificates and/or Degree Plans. Required course prerequisites, shall be completed before registering for a specific course. These sequences of courses consist of introductory courses that students must have successfully completed in order to take certain college courses. Dual credit courses provide students college level instruction along with college level expectations within the classroom.

(7). Colleges and/or Desoto ISD may utilize free and/or low-cost open education resources (OER) in dual credit courses (HB3650).

(8). Student is informed and advised to file a degree plan with the college not later than the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester hours of course credit for dual credit courses; or if the student begins the student’s first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses. The courses for which the
student is registering shall be consistent with the student’s degree plan. The student may not obtain an official transcript from the college until the student has filed a degree plan with the college.

(9). In accordance with THECB regulations, ECHS dual credit class may be comprised of ECHS Dual Credit students only or of ECHS Dual Credit students and college credit students. Combined classes, which would also include 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 High School Program graduation requirements, and the High School is otherwise unable to offer such a course.

(b). If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

(c). If the Dual Credit course is a career and technical /college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

(10). The College, Desoto ISD and Desoto ECHS shall collaborate to ensure the rigor, academic requirements and standards applicable to the ECHS Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those ECHS Dual Credit Courses taught by employees of Desoto ISD, it shall be the obligation of Desoto ISD to ensure that such Dual Credit Courses meet the quality, rigor, uniformity, implementation, sequencing, and pacing of instruction required by the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the College. In the event College shall determine that a Dual Credit Course(s) taught by the ISD employee(s) fails in any respect to meet any required standard, College will provide the ISD with notice of such failure and Desoto ISD shall promptly undertake to remedy such deficiency. In the event Desoto ISD shall fail to undertake to promptly remedy such deficiency, College may take any and all appropriate actions up to and including termination of this ILA.
(11). A College supervisor will review the major examinations in each ECHS Dual Credit course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.

(12). College and ECHS will agree on the number of students per class.

(13). ECHS shall adhere to the College Guidelines for Dual Credit Courses and Remedial Courses that are incorporated into this ILA set forth on Attachment A. If the Texas Higher Education Coordinating Board and the College adopt new Guidelines during the term of this ILA, these new Guidelines shall take precedence over the previous College Guidelines. The College will promptly provide Desoto ISD with a copy of any new or revised Guidelines.

(14). If a student is enrolled simultaneously in college and high school pursuant to this ILA, the College and Desoto ISD may share information regarding the student in accordance with the Family Education Rights and Privacy Act (FERPA), 34 CFR § 99.34(b) and as set forth in the duly executed data sharing agreement between the Parties. Any sharing of educational records with third-parties shall be governed by section 7 below.

(15). Students may be allowed to attend approved Dual Credit course(s) at another College location listed within this ILA when a specific course(s) is not available at the College location within the students’ service-area. The student shall submit the request to enroll in a course outside of the student’s service area using the Early College High School Enrollment form. The College will review the request and determine course availability at another campus within the College. Students will need to register with their home college location. College campuses must monitor courses taken to ensure the College provides 25% or more of the course work required within a degree or certificate program for college graduation. Not all Dual Credit courses may be available at other College location(s).

(16). Enrollment of a Desoto ISD student in an online ECHS Dual Credit course provided under this ILA will be reviewed on a case by case basis with the parent/guardian and student. The review will serve to explain the
requirements and expectations of online ECHS Dual Credit courses. The ultimate enrollment decision rests with the College after consultation with the appropriate school counselor.

(17). Students may take approved ECHS Dual Credit courses. ECHS Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such ECHS Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved ECHS Dual Credit courses will be made available at the College and/or High School. College may also offer ECHS Dual Credit courses at the College during the evening, week-end and summer to ECHS Students. The Desoto ISD may accept ECHS Dual Credit courses for dual credit upon student presenting an official College transcript to the student’s high school. Courses not listed in Attachment B do not qualify for dual credit. Students who have acquired TEA course graduation requirements are not eligible for dual credit.

(18). Within the scope of the Effective Date of this ILA, but not later than the start of the semester, the course list included in Attachment B may be revised, without prior Board approval, only under the following circumstances:

(a). Through an oversight, the Parties inadvertently omitted classes from the course matrix that they previously agreed to include; and/or

(b). A typographical, transcription on course identifiers, or other minor editing error; and/or

(c). If the State changes course offerings, then the appropriate change may be made. The College shall be solely responsible for properly documenting all required course information on Attachment B. Additional or revised courses shall be documented on Attachment B. All courses listed within Attachments B are approved for dual credit by the THECB.

(19). A Dual Credit Student shall be required to comply with all requirements prescribed by applicable law or College Policies for continued enrollment in dual credit courses in the following spring, summer, or fall terms/semester.

(20). Any misconduct, behavioral problems, and disciplinary measures resulting
from violations of the College Student Code of Conduct may be reported in writing to the appropriate Desoto ISD official. Disciplinary action will be taken by Desoto ISD and the High School Principal in coordination with the College Student Discipline officer if necessary. College may, at its sole discretion, refuse to admit a student with a record of disciplinary problems.

(21). College’s performance of its duties under this ILA is specifically contingent upon the appropriation and allotment of adequate funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the College’s Board of Trustees (the "Board")

(22). Desoto ISD and College understand and acknowledge that the College, as a post-secondary institution of higher education under Texas law is to those provisions of Texas law (Tex. Gov’t Code 411.2031(b), et. al.) which permit the concealed carry of handguns by license holders in those areas of College property where such concealed carry of handguns is not prohibited. As such, Students may at times be in areas of College property where the concealed carry of handguns is permissible. The Parties agree to work collaboratively with the College to provide information to Students, as well as their parents or legal guardians, of the fact that such Students, while upon the property of the College may be in areas in which the concealed carry of handguns by license holders is permissible and the realities associated therewith.

(23). The Parties understand and agree that while on the College’s campus, until further written notice is provided pursuant to this ILA, ECHS students will be required to wear face cloth face covering and practice appropriate physical distancing as directed by College. For more information about permitted face coverings and instructions, please see: https://www.dcccd.edu/au/news-media/coronavirus/backtocampus/pages/face-coverings.aspx.

G. Responsibilities of Desoto ISD: Desoto ISD shall have the following duties:

(1) Apply to the TEA for the establishment and continual approval, as necessary, for an Early College High School; and

(2) Involve College Faculty who teach dual credit (excluding End-of-Course (EOC) tested courses) courses in design and implementation of dual credit courses to
assure that course goals enable students to master the State of Texas Assessments of Academic Readiness (STAAR);

(3) Provide and pay the salary of appropriately credentialed Desoto ISD instructors to teach ECHS dual credit courses; and

(4) When necessary, provide transportation for students to and from the College campus; and

(5) Provide breakfast and lunch to students who participate in ECHS Program under this ILA for the term of this ILA.

(6) Ensuring the ECHS complies with the following:
   a. Provide the College with:
      i. all student admission documentation, including an annual updated high school transcript, and official faculty transcripts.
      ii. Provide a contact person who will fulfill the duties of a ECHS Dual Credit Coordinator including:
         1. Assisting students in completing all required admissions documents;
         2. Assisting with student orientation;
         3. Assisting students with obtaining TSI exemption records;
      iii. Delivering to the College in a timely manner all required paperwork including faculty transcripts, requests for exceptions, test scores and enrollment documents;
      iv. Serving as liaison with students, parents, high school personnel and College personnel, and
      v. Facilitating the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
   vi. Adhere to
      1. Policies of Desoto ISD;
      2. College Policies as defined in Section 5B

I. Responsibilities of College:
   (1) Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the ECHS;
   (2) Ensure that course guidelines are followed;
(3) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;

(4) Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and Desoto ISD;

(5) Pay salaries of College instructors who teach college courses at the high school;

(6) Provide an area, per Desoto ISD, state and federal requirements, where students may eat Desoto ISD provided breakfast and lunch meals, as enumerated under paragraph 3.D. (5)., infra, of this ILA;

(7) Collaborate with Desoto ISD employees serving as administrators on the College campus; and

(8) Provide the same level of security to high school students the College provides to College students.

J. **Faculty:** College and Desoto ISD, as appropriate, shall provide instructional faculty who meet TEA and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements.

(1) College will select instructors of ECHS Dual Credit courses. Faculty provided by College:
   a. Shall meet the College's academic credentialing requirements for teaching College courses; and
   b. To the extent possible, shall teach dual credit courses that are not a part of the state's End-of-Course testing program;
   c. College shall provide and pay the salary of appropriately credentialed College instructors to teach ECHS courses.
   d. Faculty provided by Desoto ISD: Shall teach ECHS high school courses and STAAR EOC tested ECHS dual credit courses.
   e. Who meet the academic credentialing requirements of the College, may be designated, if appropriate, as College Adjunct faculty.

(2) College and Desoto ISD shall collaborate to ensure that the rigor, academic requirements and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.

(3) Develop ongoing opportunities for joint training among credentialed ECHS and College Faculty throughout the academic year.
K. Classroom and Office Facilities:

(1) ECHS (whether high school or dual credit courses) credit courses for 9th through 10th grade will be conducted at Desoto Early College High School and credit courses for 11th through 12th at Desoto Early College High School and Cedar Valley Campus as feasible.

(2) College will negotiate with Desoto ISD regarding logistical needs and office space for use by faculty and staff.

(3) College reserves the right to assess a facility use fee only for years three and four of the agreement when 9th through 12th graders are taking classes at College. Such facility use fee shall be paid by Desoto ISD to College for classrooms and labs. This facility use fee will be detailed in a mutually-agreeable, written amendment entered between the Parties as may be necessary if the College determines it necessary to assess such a facility fee.

(4) Early College High School students, faculty, and staff will have access to instructional and non-instructional resources available on the campus of the College, in keeping with the guiding principles enumerated in Section 3, “Guiding Principles,” of this ILA.

(5) Students, faculty, and staff shall obtain a College identification card. College faculty shall wear an identification badge at all times while on DeSoto ISD property.

(6) Classroom selection will be mutually approved by the Parties, provided that the College shall have final discretionary authority with respect to the use of any classroom space(s) on its campus. Maintenance, repair and setup of classroom spaces at College will be paid by the College.

(7) With the prior written approval of the College President, or designee, which approval will not be unreasonably denied, conditioned or delayed, College shall allow Desoto ISD to make non-structural, temporary modifications to accommodate the installation of personal property, trade fixtures, equipment and other temporary installations in the ECHS office, provided that such modifications do not impact the structural integrity of the College’s building and do not unreasonably detract from its uniformity or dignity. All personal property, equipment, trade fixtures and other temporary installations, placed or installed in the ECHS shall remain Desoto ISD’s property free and clear of any claim by the College, provided that same may be removed, on expiration or termination of this ILA, or earlier as may be necessary, without damaging the College’s property, reasonable wear and tear excepted. Both Parties shall have the right to remove
the same at any time during the term of this ILA. Desoto ISD shall pay all costs associated with the setup, relocation or removal of telephone, electronic mail and other telecommunication equipment and services. Upon termination, cancellation, or expiration of this ILA, Desoto ISD shall have sixty (60) days to remove all its personal property and equipment from the ECHS office. Desoto ISD shall return college property in good condition less reasonable wear and tear.

L. Scholarship, Tuition, Textbooks and School Supplies:

(1) In accordance with College Policies, College will provide tuition scholarship to qualified Early College High School students enrolled in dual credit courses based on the Dual Credit Course Articulation Agreement.

(2) By written agreement, students attending high schools in Dallas County, who are enrolled in courses for which they receive joint credit under the Texas Education Code shall not pay tuition. One tuition scholarship per dual credit course per student is allowed. Scholarships are not available for high school students enrolled in college courses where only college credit is awarded. Scholarships are not provided for repeated courses. Student or Desoto ISD is responsible for payment of repeated dual credit college course(s). Student or Desoto ISD will pay the in-county discounted tuition rate of $79 per credit hour for repeated dual credit courses. The in-county discounted tuition rate is solely for dual credit courses listed within this ILA or Attachment B. If student repeats the same dual credit course for the third or subsequent attempts of credit and Continuing Education/Workforce Training courses, the Student or Desoto ISD will then pay a higher tuition rate with few exceptions. Students should take care in dropping a course.

(3) The ECHS or Desoto ISD will be responsible for the cost of books, materials, which include Follett Higher Education learning materials, access codes, required course supplies, equipment and liability insurance if applicable.

(4) Follett Higher Education learning materials and classroom textbooks shall be determined by college faculty and made available online, at the Early College High School through an arrangement with Follett, and/or in college bookstore prior to the start of classes. Students who enroll for Dual Credit courses must use the most current learning materials and textbooks as reasonably approved by the College instructional division. Each academic year, any required access
code must be purchased by the ECHS Administrator each student enrolled in that course to fulfill that requirement.

(5) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks, syllabi, course curriculum and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this ILA.

(6) Based on the mutually agreed upon curriculum aligned plan, all agreed upon textbooks, and supplemental materials required for classes, as determined by the Dual Credit Course Articulation Agreement, shall be provided by Desoto ISD.

(7) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by Desoto ISD may be used for the time period consistent with local College practices, but not fewer than 2 years.

(8) College classroom textbook(s) shall be determined and made available prior to the start of classes. Arrangement of any textbook delivery will be made between the Early College High School and Follett. College may require all high schools to replace hardcopy textbooks or textbooks that require an access code that have been used by the Early College 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.

(9) Textbooks that are bundled with other instructional tools such as software products and/or licenses may not qualify as a “re-usable textbook.” If that is the case, new access code and/or software may be purchased if made available by the vendor. “Other instructional tools” does not include textbooks that require an access code.

(10) College classroom textbook(s) shall be determined and made available for purchase to ECHS students prior to the start of classes. Arrangement of any textbook delivery will be made between the high school and Follett.

M. Payment of Services: During the term of this ILA, the Colleges may commence their services during an academic term that does not coincide with the beginning date of this ILA. This is because some portion of the Dual Credit courses are, or may be taught utilizing high school teachers. In the event the Desoto ISD’s teachers are used to teach ECHS Dual Credit courses, College agrees to pay for such Dual Credit instructional services for Dual Credit Courses contemplated by this ILA, in accordance with Attachment C.
AUTHORIZED EXPENDITURES NOT TO EXCEED:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>College</td>
<td>During Initial Term Beginning: 2019-2020</td>
<td>$18,000</td>
</tr>
<tr>
<td>College</td>
<td>Aggregate: $ (College Grand Total listed here)</td>
<td>$36,000</td>
</tr>
</tbody>
</table>

N. Recruitment and Enrollment of Students:

(1) Desoto ISD staff will recruit eighth graders annually utilizing a recruitment plan with input from all stakeholders (examples Desoto ISD, Early College High School, College) that include regular activities to inform all stakeholders of the opportunity for a qualified student(s) to attend an Early College High School. The recruitment plan will be shared with the College prior to recruitment process for the new cohort.

(2) College will assist and participate with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.

(3) Should the number of qualified applicants (target student population defined on page 1, paragraph 3) exceed the number of available spaces, a weighted lottery will be used to determine the ninth-grade cohort.

O. Instructional Calendar: College and Desoto ISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both Parties.

P. Code of Conduct: Misconduct, behavioral problems, and disciplinary measures resulting from violations of the College Student Code of Conduct should be reported in writing to the ECHS administrator. Disciplinary action shall be taken, as necessary, by the Desoto ISD and the ECHS Principal in coordination with the College Student Discipline officer. In addition, the College may elect to dismiss or withdraw students from the ECHS Program who disrupt the learning environment or have repeated and/or excessive disciplinary infractions in dual credit courses and/or at the college campus.

ECHS students, faculty and staff shall adhere to all applicable policies of the Desoto ISD and College.
Q. **Media and Public Relations:** Media and public relations regarding the Early College High School will be managed according to Desoto ISD and College protocols.

R. **Compliance:** The Parties to the ILA agree to comply with the following:

1. Policies of Desoto ISD and
2. College Policies, as applicable;
3. All applicable local, state and federal laws and regulations, including, but not limited to:
   a. **Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681-1688 (“Title IX”):** The College and Desoto ISD acknowledge that each has an obligation under Title IX and agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation on the basis of any protected category involving a student or employee of the College or the Desoto ISD. 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 College sponsored program or event, including the ECHS Program. All faculty teaching Dual Credit courses must participate in Title IX Compliance training, available through the College eConnect menu for employees.
   b. **Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq/ (“ADA”) and Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. § 701 et seq. (“Section 504):** Prior to the start of each semester, Desoto ISD and College shall collaborate on the development and communication of procedures for providing students with disabilities the opportunity to request accommodations through their college of enrollment. Desoto ISD shall collaborate with College to provide disability services to students with disabilities in accordance with applicable law, including, but not limited to, providing recommendations and documentation for requested accommodations.
   c. **Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”):** College and Desoto ISD acknowledge that each has a legal obligation to maintain the confidentiality and privacy of student records in accordance with FERPA. Neither College nor Desoto ISD may disclose Student information received from the disclosing Party (ISD/College) under the Data Sharing Agreement between the Parties (“Data Sharing Agreement”),

Agreement Between  
Dallas College and  
Desoto Early College High School  
Page 22 of 27  
2020-2021 Academic Year
to a third party without prior written consent from the parent or eligible student. College and Desoto ISD must destroy any Student Information received from the disclosing Party in performance of services under this ILA when such Student Information is no longer needed for the purposes contemplated under this ILA or as outlined in the Data Sharing Agreement.

6. Liability of Parties: Without waiving any defenses including governmental immunity, each Party to this ILA 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 ILA or any of its activities or from any act or omission of any employee or invitee of the Parties. The provisions in this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractually or otherwise to any third party.

7. Right of Termination: This ILA may be terminated upon:
   A. Mutual written consent of the Parties;
   B. Either Party may terminate this ILA on 120 days' written notice to the other Party.
   C. Termination may occur immediately upon the material breach of this ILA by one of the Parties. A material breach of this ILA includes, but is not limited to, a violation of College Policies or the policies of Desoto ISD, the making of a misrepresentation or false statement by one of the Parties, nonperformance of the Party's duties, or the occurrence of a conflict of interest between the Parties.

   In the event that a Party believes that another Party has materially breached this ILA the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice of the alleged breach. If the breach is not cured, termination is immediate. However, if breach occurs during the academic term and is not cured during the term, students enrolled in classes under this ILA will be allowed to finish their coursework without penalty.
   D. This ILA may also be terminated immediately if Desoto ISD has not received authority for ECHS designation renewal from the Texas Education Authority ("TEA"), in compliance with section 102.1091 of the Texas Administrative Code ("Designation"). In the event Desoto ISD does not receive Designation, Desoto ISD shall provide College with written notice of such non-renewal within ten days of the date on which Designation would be due from TEA.
E. Provided, further, that the Parties agree that performance by the College under this ILA may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the College’s Board of Trustees (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then College will issue written notice to Desoto ISD and either Party may terminate this ILA without further duty or obligation under this ILA. Desoto ISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of College.

F. If a Party is compensated under this ILA, all compensation under this ILA shall be prorated to the date of termination.

8. Assignment: Neither Party may assign their interest in this ILA without the written permission of the other Party.

9. Limitations of Authority:
   A. Neither Party has authority for or on behalf of the other except as provided in this ILA. No other authority, power, partnership, use of rights are granted or implied.
   B. This ILA represents the entire ILA by and between the Parties and supersedes all previous letters, understanding or oral agreements between the College and Desoto ISD as to the subject matter of this ILA. Any representations, promises, or guarantees made but not stated in the body of this ILA are null and void and of no effect.
   C. Neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this ILA without a written amendment to this ILA. Changes to this ILA are subject to the approval of the College Legal Department.
   D. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

10. 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 this ILA shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Governing Law and Venue: This ILA is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choose of law principles. Each Party to this ILA:
A. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this ILA;
B. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
C. Agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

12. Miscellaneous Provisions:

A. 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. The Parties shall comply with all Federal, State and local laws.
B. If the THECB adopts new guidelines for Early College High School programs during the term of this ILA, the new guidelines shall prevail and shall cause the Parties to execute an amendment to the ILA if necessary.
C. Colleges and Desoto ISD are Parties to a Data Sharing Agreement and shall provide the applicable data and information about students who are concurrently or formerly enrolled in both education institutions in a manner consistent with such Data Sharing Agreements.
D. Technology requests specific to ECHS environments on College properties are to be coordinated through the Desoto ISD central technology departments, delivered to both college IT Director and College IT Deputy Chief Innovation Officer.
E. Transportation to and from College is responsibility of Desoto ISD and/or Student.
F. College and Desoto ISD will collaborate to provide services to students with disabilities.
G. College and Desoto ISD will collaborate to provide Health Center services to students.
H. Any payments made to a Party pursuant to this ILA will fairly compensate that Party for the services performed. Additionally, any Party paying for the performance of governmental functions or services rendered by the other Party must make these payments from current revenues available to it.
I. The Parties to this ILA warrant that: (1) the services contemplated hereunder are necessary and authorized for activities properly within each Party's statutory functions and programs; (2) it has authority to contract for the services contemplated hereunder; (3) it has all necessary power and has received all necessary approvals to
execute and deliver this ILA, and (4) the representative signing this ILA on each Party’s behalf is authorized by its governing body to do so.

13. Notices: Notices given pursuant to this ILA shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

**Dallas College**
To: Joe D. May  
Chancellor  
Dallas College  
1601 South Lamar Street  
Dallas, TX 75215  
214-378-1601  
214-378-1810  
jmay@dcccd.edu

**Desoto Independent School District**
To: Dr. D’Andre Weaver  
Superintendent  
Desoto ISD  
200 E. Belt Line Rd.  
Desoto, TX 75115  
972-223-6666  
dandre.weaver@desotoisd.org

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.

14. Nondiscrimination: Parties to this ILA shall not discriminate in this ECHS 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.

15. Signatory Clause: The individuals executing this ILA on behalf of Cedar Valley Campus and Desoto ISD acknowledge that they are duly authorized to execute this ILA. All Parties hereby acknowledge that they have read, understood, and shall comply with
the terms and conditions of this ILA and the Attachments hereto. This ILA shall not become effective until the Effective Date set forth above. Therefore, the Parties shall begin their respective duties on the Effective Date recited above.

DALLAS COLLEGE

By: ________________________________ Date
Shawnda Floyd, Ed.D., J.D.
Provost
Dallas College

DESEOTO INDEPENDENT SCHOOL DISTRICT

By: ________________ Date
Dr. D’Andre Weaver
Superintendent
DeSoto Independent School District

Attest: ________________________________ Date
Benjamin Mackey

Aug 14, 2020
Aug 26, 2020
Aug 15, 2020
The following guidelines reflect current Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4, Subchapter D) and Dallas College policies and procedures. THECB rules and regulations and Dallas College policies and procedures are subject to change with the new changes taking precedence.

While THECB defines four types of partnerships with high schools, these guidelines do not address partnerships where only high school credit is granted for articulated agreements. They do address course credit where instruction is provided to high school students for the immediate award of both high school and college certificate and associate degree credit. Thus, called dual credit. They also address remedial instruction provided to high school students for either remedial work to prepare students to pass the State of Texas Assessments of Academic Readiness (STAAR) test(s) or other state designated instrument(s) to prepare students to pass the Texas Success Initiative Assessment (TSIA) test(s).

1. For any instructional partnerships between a Texas public secondary school(s), a charter school, a private school or a home school and a college of the Dallas College, a dual credit agreement must be approved by the governing boards or designated authorities of both the secondary school and the Dallas College prior to the offering of courses. Students who are enrolled in public, private, charter, or non-accredited secondary schools or who are home schooled must meet the same standards outlined below. This agreement must address the following:

   A. Student eligibility requirement to enroll in academic approved dual credit courses
      1. The student must be in high school.
      2. The dual credit student may enroll in more than one dual credit course per semester, and may enroll in dual credit coursework with freshman, sophomore, junior, or senior high school standing.
      3. The student must complete a pre-assessment activity (PAA) and practice test prior to taking the official Texas Success Initiative Assessment (TSIA) battery of tests.
      4. Institutions will use the TSIA Assessment scores and diagnostic results when addressing the educational and training needs of the student.
      5. College shall assess each student for readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
      6. After assessment, the High School, using guidelines established by the College, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
      7. A student must meet the college prerequisites designed for a course.
      8. A student meets THECB TSI requirements for college readiness and dual credit eligibility by achieving the following minimum passing standards under the provisions of the Texas Success Initiative (TSI) relating to Texas College and Career Readiness Standards on relevant section(s) of the Texas Success Initiative Assessment (TSIA) OR other appropriate state approved test scores (see below SAT, ACT, STAAR score...
requirements for TSI). TSI score requirements can be altered by the THECB with currently approved scores being used for eligibility and course placement purposes. Institutions will use the following TSIA scores and diagnostic results when addressing course placement and the educational training needs of the student. The following minimum scores meet TSI met requirements.

9. TSI Assessment with minimum of 351 on reading; 350 on math; and 340 with an essay score of at least 4 on the writing. Another demonstration of writing college readiness includes a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5.

10. In addition, a student who is tested and performs at or above the following standards shall be exempt. Assessment results are valid for five (5) years from the date of testing:

   - SAT – For SAT administered prior to March 5, 2016: a combined critical reading and math score of 1070 with a minimum of 500 on critical reading test (student shall be exempt for both the reading and writing), and/or a minimum of 500 on the math test (student shall be exempt for math).
   - SAT – For SAT Scores on or after March 5, 2016: a minimum score of 480 on the Evidenced-Based Reading and Writing (EBRW) test shall be exempt for both reading and writing sections of the TSI Assessment; a minimum score of 530 on the mathematics test shall be exempt for the mathematics section of the TSI Assessment. There is no combined score.
   - SAT - a student with a composite of 23 with a minimum of 19 on the English test shall be exempt for both the reading and writing sections, and/or 19 on the math test (student shall be exempt for the math section).
   - ACT – a student with a composite of 23 with a minimum of 19 on the English test shall be exempt for both the reading and writing sections, and/or 19 on the math test (student shall be exempt for the math section).
   - STAAR EOC - A minimal Level 2 score of 4000 on the English III shall be exempt from the TSI Assessment for both reading and writing.
   - STAAR EOC – A minimal Level 2 score of 4000 on the Algebra II shall be exempt from the TSI Assessment required for mathematics.

11. A student who is tested and performs at or above the following standards shall be eligible to enroll in academic dual credit courses with the following scores.

   - By achieving a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire
   - By achieving a composite score of 23 on the Plan with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire
   - By achieving a minimum score of 4000 or higher on the Algebra II STAAR EOC
   - By achieving a minimum score of 4000 or higher on the Algebra I STAAR EOC and passing grade in the Algebra II course
   - PSAT/NMSQT placement scores from test taken prior to October 15, 2015: By achieving a combined score of 107 with a minimum of 50 on the reading test. By achieving a combined score of 107 with a minimum of 50 on the mathematics test.
- PSAT/NMSQT placement scores from test taken on or after October 15, 2015:
  By achieving a minimum score of 460 on the evidence-based reading and writing (EBRW) test. By achieving a minimum score of 510 on the mathematics test.
- Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.

12. Student is eligible to enroll in workforce education dual credit courses contained in a Level-1 Certificate program, or a program leading to a credential of less than a Level-1 Certificate and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility. However, if the student takes dual credit course(s) that are outside of the allowances outlined above, then:
   a. The student will not be eligible for a TSI level-one certificate waiver; and
   b. The student will be required to take the TSIA unless the student presents qualifying ACT, SAT or STAAR scores to make the student exempt from TSI requirements.

13. A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program under the following conditions:
   a. Courses that require demonstration of TSI college readiness in reading and/or writing, the student achieves a Level 2 final recommended score of 4000 on the English II STAAR EOC
   b. Courses that require demonstration of TSI college readiness in mathematics, the student achieves a Level 2 final recommended score of 4000 on the Algebra I STAAR EOC and a passing grade in Algebra II course; or
   c. the student achieves a Level 2 final recommended score of 4000 on the Algebra II STAAR EOC
   d. Courses that require demonstration of TSI college readiness in reading and/or writing, the student achieves a composite score or 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire
   e. Courses that require demonstration of TSI readiness in mathematics, the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire
   f. Courses that require demonstration of TSI college readiness, the student achieves the following PSAT/NMSQT placement scores from test taken prior to October 15, 2015: By achieving a combined score of 107 with a minimum of 50 on the reading test. By achieving a combined score of 107 with a minimum of 50 on the mathematics test.

14. Courses that require demonstration of TSI college readiness, the student achieves the following PSAT/NMSQT placement scores from test taken on or after October 15, 2015: By achieving a minimum score of 460 on the evidence-based reading and writing (EBRW) test. By achieving a minimum score of 510 on the mathematics test.

15. Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.

16. A student who is exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
17. Students who do not acquire the necessary test score(s) for eligibility purposes should discuss their options with the college Dual Credit School Coordinator. To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college’s regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

18. Score requirements can be altered by the THECB or Dallas College with the currently approved scores being used for eligibility and course placement purposes.

19. An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with THECB dual credit requirements.

20. An institution is not required, under the provisions of THECB dual credit section, to offer dual credit courses for high school students.

21. Student must file a degree plan with the college.

22. The student must meet all admissions criteria of the college. In addition, students may be withdrawn from the pre-registration course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re-enrollment.

23. College may provide the student written conditions designed to increase the potential for success.

24. It is important for students to maintain a good academic standing as grades could impact a student’s admission when transferring into four-year colleges/universities.

25. Eligibility and academic standing are reviewed for continued participation in dual credit courses, and the student is required to maintain satisfactory academic performance at the high school; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each subsequent semester of enrollment. A student who earns grades of D or F in a dual credit course may not be eligible for future dual credit courses or may have restrictions placed on their enrollment in the Dual Credit Program. Students who earn dual credit grades of W, D and/or F on a college transcript may not be eligible for future financial aid or may have limited financial aid options beyond high school.

26. Students must discuss with their Dual Credit Advisor/Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to the Dual Credit Advisor/Counselor or College Registrar by the published deadline. Failure to submit the required withdrawal form could result in student receiving a grade of F. Section 51.907 of the Texas Education Code applies to students who enroll in a Texas public institution of higher education for the first time in fall 2007 or later. Based on this law, when you graduate from high school and continue your college education, Dallas College or any other Texas public institution of higher education may not permit students to drop more than six college level credit courses for unacceptable reasons during their entire undergraduate career without penalty. All college level courses dropped after the official drop and add period for the course are included in the six-course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception.

27. Dual Credit high school students are currently exempt from the state requirements of House Bill 1172 until they graduate from high school. House Bill 1172 allows a Texas public institution of higher education to charge the equivalent of out of state tuition for credit hours taken beyond the state limits of 30 semester credit hours required for a degree program. Dual Credit students are strongly advised to identify a program of
study toward a certificate and/or degree plan for successful completion. Once dual credit students graduate from high school and are no longer exempt from House Bill 1172, they should take care when selecting additional courses to be transferred toward a Baccalaureate degree. It is recommended that students take minimal hours beyond degree requirements to avoid possible higher tuition charges at the institution to which they are transferring.

28. Academic freedom is practiced at all Dallas College colleges and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.

B. Faculty Qualifications

1. The college must select instructors of dual credit courses. This faculty must be regularly employed faculty members of the college or must meet all criteria established for credit instruction in the Dallas College, including SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) criteria. The approval procedures used by the college to select faculty must be the same as that used for faculty teaching at the college campus.

2. It is encouraged that high school faculty teaching dual credit classes should also teach a class on the college campus as soon and as often as practical.

3. Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development/training activities.

4. The faculty supervision and evaluation will be the same as that for all instructors at the college. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.

C. Course Curriculum, Instruction and Grading

1. Courses offered for dual credit must be THECB approved college-level academic courses and/or THECB college-level workforce education courses and are in agreement with the current Texas Education Agency’s (TEA) guidelines for graduation requirements in the State of Texas. Students may take no more courses for dual credit than permitted by these TEA course graduation guidelines.

2. The college shall ensure that a dual credit course and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.

3. Instructors of dual credit courses should be given the opportunity to award high school only or dual credit depending upon student performance. Students in dual credit courses may withdraw from the college course by following college procedures and meeting all deadlines.

4. Dual Credit students who retake a dual credit course or enroll in a concurrent (non-dual credit) course will pay tuition for such courses.

D. Location of Dual Credit Classes

1. Dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the college shall comply with applicable rules and procedures for offering courses at a distance in THECB Rules, Chapter 4, subchapters P and Q relating to Distance Education and Off-Campus instruction.
2. Dual credit courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.

3. Colleges must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements as it relates to courses taught off college location.

E. Composition of Dual Credit Classes
1. Dual Credit courses must be taught on the college and/or the high school campus.
2. Dual credit classes may be composed of dual credit students only or of dual and college credit students. Combined classes, which would include high school credit-only students, as well as dual credit students, are allowed as provided within THECB rules.

F. Student Services
1. High school students in dual credit courses will be given access to the college library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.
2. High school students in dual credit courses will be provided the academic support services, including academic advising and counseling, as those on the college campus.
3. High school students in dual credit courses needing accommodations due to the presence of a disability are responsible for contacting the Disability Services Office of the sponsoring college and high school. College and high school will collaborate to provide services to students with disabilities.
4. If a student is enrolled simultaneously in college and high school in a dual credit program, the two schools may share information regarding the student. This complies with 34 CFR 99.34(b).

G. All other services provided to college students will be provided to high school students enrolled in dual credit courses.

H. Eligible Courses
1. A Community College may grant a student credit for a dual credit course only if the course is offered in the college’s core curriculum; Career and Technical Education (CTE) courses that apply to any certificate or associate degree offered by the institution; and, courses with the following rubrics: ACCT, ARCH, BUSI, COSC, CRIJ, ENGR, ENGT, RNSG, BCIS, and foreign language courses.
2. Courses to be offered must be college-level courses included in the current edition of the Lower Division Academic Course Guide Manual or the Workforce Education Course Guide Manual approved by THECB. Course name and number are subject to change.
3. Dual credit classes must be equal in quality and rigor to classes on the college campus.
4. The syllabus will contain all elements common to the syllabi for the same course as taught at the college.
5. Regular academic policies applicable to courses taught at the college’s main campus must also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on the college campus.
6. Colleges will not receive formula funding from the state for PHED 1164 dual credit course. Legislation does not restrict higher education institutions from enrolling dual credit students in PHED 1164, but state funding will not be provided to the college.
I. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses.

J. Funding
1. State funding for dual credit courses will be available to Public School District and College based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
2. The college may claim funding for students getting college credit in core curriculum, select academic courses, career and technical education, and foreign language dual credit courses approved by and in keeping with Texas Higher Education Coordinating Board policies.

K. Tuition and Cost- By written agreement with various high schools, the College District is authorized to offer dual credit enrollment classes to high school students as permitted by Chapter 130 of the Texas Education Code. The Chancellor or designee is authorized to enter into these agreements.

Tuition Scholarship:
1. In Dallas County High Schools- A signed Dual Credit Agreement between the college and the school district, charter school, private school, or home school must be on file and indicate students enrolled in dual credit courses shall not pay tuition. One tuition scholarship per dual credit course per student is allowed. Tuition scholarship is not awarded to high school students enrolled in concurrent college courses where only college credit is awarded. Dual Credit Agreements will be made with school districts, charter schools, private schools, or home schools located within Dallas County. Tuition scholarship is not awarded for repeated courses. Student and/or high school are responsible for tuition and additional costs of any repeated course(s).
2. Out of Dallas County In-State High Schools- A signed Dual Credit Agreement may be made with a school district, charter school, private school, or home school located outside of Dallas County and within the state of Texas. Students who are attending the out-of-county school and enrolled in dual credit courses will be charged the discounted Dallas College tuition rate of $59 per credit hour for eligible dual credit courses including online dual credit courses. Parent/ is responsible for tuition in full, unless high school offers to sponsor/scholarship student tuition. Educational institutions file Form 1098-T for each student they enroll and for whom a reportable transaction is made for dual credit courses, including online dual credit courses and repeated dual credit courses. To the extent dual credit courses are to be offered outside of Dallas County and within the State of Texas and involve additional costs for specialized equipment or supplies, the written dual credit agreement shall specify the additional course costs associated with same.
3. Student may take no more dual credit courses than permitted by the TEA course graduation guidelines.

L. For the purposes of dual credit, neither the high school nor the college should charge the other any expenses associated with the use of facilities unless specified expenses are included within the Dual Credit Agreement.

M. College may charge ISD or high school (public, private, charter or home) as specified in agreement for the cost of e-textbooks, textbooks, textbook access codes, specialized equipment, required course supplies, instructional tools and the cost of additional Dallas College personnel to assist in labs/classrooms. Students will be responsible for the cost of e-textbooks, textbooks, textbook access codes, required course supplies, instructional tools, and liability insurance fee when such costs are not being provided by the ISD or high school.
N. Student may initially take all three component areas of the college’s Texas Success Initiative Assessment (TSIA) at no cost and re-test once within each of the three component areas at no cost. For additional testing, student or high school will pay for re-test costs.

2. The College may contract with school districts as outlined above to provide remedial courses for students enrolled in a public secondary school in preparation for graduation from high school. Such courses are not eligible for state formula funding. Such courses may not be offered for dual course credit. The college may not waive tuition for remedial courses unless approved by the Dallas College Board.

3. Sexual misconduct involving HS students and/or College faculty or students shall be addressed by both the HS and the College. The HS shall promptly report to College administration any complaints of sexual misconduct made by or against a student, employee or guest of the College to the extent such complaint relates to the dual credit agreement between the parties. All other misconduct, behavior problems, and any disciplinary measures resulting therefrom concerning HS students while at the College/High School are the sole responsibility of the HS. College shall report in writing such disciplinary problems to the HS Administration. College may, at its sole discretion, refuse to admit students with a history of disciplinary problems. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex-gender-based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.

4. Students attending classes on a Dallas College campus must present proof of immunization for bacterial meningitis. Sec. 51.9192 of the Education Code and §21.613 of the TAC states that students must receive a bacterial meningitis vaccination or present the appropriate exemption. Meningococcal conjugate vaccine MenACWY and meningococcal polysaccharide vaccine (MPSV4) are state approved for this requirement. THECB has noted that vaccination with the MenB vaccine should not replace routine vaccination with MenACWY vaccines.

5. As rules and regulations are subject to change, please refer to THECB website or Dallas College web catalog.

Revised July 2020 for Academic Year 2020-2021

Vgh 07-09-2020
## THECB Approved CORE, Academic, Career Technical Education, and Foreign Language Courses for Dual Credit 2020-2021

(Some Course Rubrics and/or Numbers are subject to change throughout the year.)

<table>
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<tr>
<th>High School Course and Number</th>
<th>PEIMS Course # (HS State Number)</th>
<th>Number of High School Course Credits</th>
<th>Location Taught (College, HS or College &amp; HS)</th>
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</tr>
<tr>
<td>Lifespan Growth &amp; Development</td>
<td>16380</td>
<td>1</td>
<td>DHS/CVC</td>
<td>(F)(SP)(S)</td>
<td>PSYC 2314</td>
<td>3</td>
<td>DHS/CVC Faculty</td>
<td></td>
</tr>
</tbody>
</table>
Payment of Services:

1. For courses taught at a High School facility utilizing High School teachers who are qualified by the Dallas College using Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standards to teach college level courses, Dallas College shall pay as follows:

   a. **A minimum class size of 15 students per section is required for Desoto Independent School District to receive payment from the College.** Compensation will be paid at $1,000 per course. There is no pro-rating for classes with less than 15 students and no payment to the Desoto Independent School District will be made for classes with less than 15 students. A typical credit course can vary from 1 to 5 credit hours depending upon the course requirements.

   b. Actual attendance is based on the census date for state reporting, which is the College's 12th class day for the full 16-week fall semester, full 16-week spring semester, and the full 10-week summer session. For an 8-week session, the census date and certification of attendance is based on the 6th class day for fall and spring sessions. For the 5-week summer session I and 5-week summer session II, the census date and certification of attendance is based on the 4th class day.

   c. College will pay Desoto Independent School District at the end of the semester(s) or academic year. The total compensation that College pays Desoto Independent School District under this Agreement with College shall not exceed $4,000 for the Initial Term. Provided, further, that the total compensation paid by the college under the Initial Term and any Renewal Terms, if any, in the aggregate, shall not exceed the sum of $16,000.

2. 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.
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