

## **AGREEMENT FOR THE ANGELINA COLLEGE DUAL CREDIT PROGRAM**

This Agreement for the Angelina College Dual Credit Program (“Agreement”) is by and between ANGELINA COLLEGE, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas, (“College”), and [REDACTED] (“Parent”), homeschooling parent/legal guardian of [REDACTED], a home schooled student (“Student”), effective upon full and complete execution. Individually, the College, Parent and Student are referred to herein as “Party” and collectively as “Parties.”

WHEREAS, this agreement hereby incorporates by reference all dual credit requirements defined in the Texas Administrative Code (TAC), Texas Education Code §28, AC Board Policy (legal), and the accreditation requirements established by the Southern Association of Colleges and Schools, as such may be amended during its term.

### **Section 1. Dual Credit Goals**

1. AC will assist dual credit students in the successful transition to and acceleration through postsecondary education.
  - a. AC will monitor the academic progression and degree completion for former dual credit students who enroll at AC after high school graduation.
  - b. AC will provide information to junior and senior students participating in dual credit opportunities that outlines the steps necessary to continue in higher education following high school graduation.
2. Students enrolled in dual credit courses will receive academic and college readiness advising and will have access to student support services to bridge them successfully into college course completion.
3. The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

### **Section 2. General Provisions**

#### **A. ANGELINA COLLEGE**

- a
  1. In accordance with Applicable Law (as hereinafter defined), the College will offer for dual credit selected college-level academic and technical courses as listed in the current edition of the Texas Higher Education Coordinating Board’s (“THECB”) *Lower Division Academic Course Guide Manual* (“ACGM”) and *Workforce Education Course Manual* (“WECM”). The course or courses to be taught in a given semester shall be determined by the College. Courses provided by the College under this Agreement shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College.
  2. All College prerequisites must be met and all College course sequencing shall be followed.
  3. A participating student’s satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policies.
  4. Eligible Courses: A college course offered for dual credit must be:

- a) in the core curriculum of the public institution of higher education providing the credit;
- b) a career and technical education course; or
- c) a foreign language course.
- d) This provision does not apply to a college course for dual credit offered as part of an approved early college education program established under TEC §29.908 or an early college program as defined in this subchapter.
- e) Any college course for dual credit offered as part of an early college program as defined in this subchapter must be a core curriculum course of the public institution of higher education providing the credit, a career and technical education course, a foreign language course, or a course that satisfies specific degree plan requirements leading to the completion of a Board approved certificate, AA, AS, AAS degree program, FOSC, or POSC.

## B. APPLICABLE LAW

1. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, the following federal statutes as may be amended:
  - a) Title VI of the Civil Rights Act of 1964;
  - b) Title VII of the Civil Rights Act;
  - c) Title IX of the Education Amendments of 1974;
  - d) Section 504 of the Rehabilitation Act of 1973;
  - e) the Age Discrimination Act of 1975;
  - f) the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”);
  - g) Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act;
  - h) the Texas constitution;
  - i) applicable provisions of the Texas Education Code;
  - j) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students;
  - k) State record retention laws;
  - l) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H;
  - m) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide;
  - n) THECB guidelines and requirements; and
  - o) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools.

### **Section 3. Dual Credit Admission**

- A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:
  1. Completing a Dual Credit college application for Admission;
  2. Completing the “Dual Credit Course Registration Form.
  3. Providing an unofficial high school transcript indicating course work completed up to the time of enrollment in the College.
  4. Meeting the following requirements of Applicable Law:

- a) Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores or exemptions must be furnished by the District or the student on an official document at the time of registration.
- b) Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC § 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. Dual credit students taking classes in-person on any College Campus must provide proof of the meningitis vaccination.

#### **Section 4. Classes and Schedules**

- A. All high school students enrolled in a College academic dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality.
- B. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law for dual credit only if the student meets the College's success standard.

#### **Section 5. Instructors**

- A. The College will approve or select qualified instructors to teach the courses that result in the awarding of dual credit. An instructor is qualified if he or she meets the requirements set forth in Section 130.008(g) of the TEC and other Applicable Law (including, but not limited to SACSCOC Comprehensive Standard 3.7.1 of the Principles of Accreditation and Angelina College's Faculty Credentialing Guidelines).

#### **Section 6. Tuition**

- A. Students enrolled in dual credit courses under the Dual Credit Program will pay tuition net of any institutional allowance or state aid.
  - 1. College will charge the same rates for Fees for Dual Credit courses as set by the College's Board of Trustees for all College courses or as otherwise agreed
  - 2. During the Term (as hereinafter defined) of this Agreement, the credit hour tuition and fees are subject to change as enacted by the College's Board of Trustees.
  - 3. Students repeating a course for the third time will be subject to additional tuition and associated fees.

#### **Section 7. Curriculum and Textbooks**

- A. In accordance with THECB regulations, Dual Credit instruction follows the same curriculum, materials, grading, and rigor used in the same class taught at the College to non-dual credit College students. The College's Academic Deans, Assistant Deans and Department Heads, through continual monitoring, assure the integrity and rigor of the curriculum in all sections of their discipline or program, both for courses taught as part of the Dual Credit Program and the non-dual credit courses.
- B. The College will use the same textbooks for courses taught as part of the Dual Credit Program as the ones used for the identical on-campus course or an equivalent textbook approved by the College. Students, at their cost, are responsible for the procurement of their textbooks.

## Section 8. Student Services

- A. The College will provide adequate instructional support services, as determined in its discretion, including advising, to meet the needs of dual credit students.
- B. Dual credit students and instructors may use the materials and services at the College libraries. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to students and instructors not participating in the Dual Credit Program.
- C. Dual credit students may use the computer labs, tutoring center, and other related resources on the College campuses.

## Section 9. Term and Termination

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

## Section 10. General Contract Terms

- A. **Entire Agreement.** This Agreement, including the Recitals, the Appendices, and any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others.
- B. **Amendments.** This Agreement may be modified and amended only with the consent of AC. Any modification or amendments shall be attached to and become a part of this Agreement.
- C. **Governing Law; Venue.** This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Angelina County, Texas for any action under this Agreement.
- D. **Notice.** All notices hereunder by either party to the other shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

COLLEGE: Angelina College  
IHE Representative: Dr. Tim Ditoro  
Vice President of Academic Affairs  
3500 South First Street  
Lufkin, TX 75902

- E. **Indemnification:** To the extent allowed by law, each party agrees to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities resulting from the acts or omissions of the other party, its agents, servants, or employees in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.
- F. **Nondiscrimination:** Parties to this Agreement shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. **No Waiver.** No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under law.
- H. **Assignment.** Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.
- I. **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- J. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- K. **No Third Party Rights.** This Agreement is made for the sole benefit of the College, Parent and Student. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary
- L. **Counterparts; Electronic Signatures; Electronic Transmissions.** This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.
- M. **Parole Evidence and Status of Agreement.** This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or

undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

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

EXECUTED BY THE PARTIES as of the Effective Date of                     :

*Michael Simon*

Michael Simon (Jan 31, 2023 13:24 CST)

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Michael Simon, Ed.D.

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Home School Parent/Legal Guardian

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Home School Student