

**DUAL CREDIT PROGRAM AGREEMENT**  
**Between**  
**The University of Texas at San Antonio**  
**and**  
**“School District”**

This Dual Credit Program Agreement (“Agreement”) is made and entered into by and between The University of Texas at San Antonio (“University”), a public agency of the State of Texas and an academic component of The University of Texas System, and                      School District (“District”), collectively (“Parties”), and will be effective beginning on March 1, 2019.

Whereas, it is mutually recognized, the Parties have certain objectives in common, namely: (a) developing early awareness for undergraduate programs at University and the skills they require and (b) insuring accessibility to affordable, quality dual credit opportunities for student of District (“District Students”) at University.

Now, therefore, and in consideration of the premises and of the consideration provided herein whose sufficiency is accepted by the Parties, the District and the University agree as follows:

**1. Term:**

The Agreement shall be effective from the date first stated above unless terminated by the Parties in accordance with this Agreement.

**2. Communication:**

- University and District officials will work collectively to provide the necessary information to ensure an effective dual credit course schedule is created and maintained.
- The District will work collaboratively with University to identify eligible students for purposes of recruitment and registration into the scheduled courses.
- The District will appoint a liaison(s) with the authority to approve courses and certify student eligibility. The University will appoint a liaison(s) with the authority to approve student eligibility, registration, and integration into University dual credit courses. Acting University liaison for this initiative will be the Institute for P-20 Initiatives designee (P-20 Designee).
- The District liaison(s) will collect and report all required supplemental application records and documents to the P-20 Designee prior to student registration.
- The District liaison will coordinate with the P-20 Designee to schedule initial campus visit(s), “Dual Credit Day” Apply Texas session, and University Orientation prior to the end of each spring semester.

**3. Eligible Courses:**

- The college-level academic courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges (SACS-COC). All college-level academic

courses will adhere to the description and content of the course as defined in the current edition of the Academic Course Guide Manual (ACGM).

- Courses provide advanced academic instruction and content, that which provides the student the opportunity to master the Texas Essential Knowledge and Skills (TEKS) for the appropriate corresponding high school course.
- Remedial and developmental education courses are not approved for dual credit.
- APPENDIX A, attached and incorporated herein for all purposes, lists the standard core curriculum courses offered by University for dual credit through this Agreement. Individual District course needs will be discussed and attached as part of the District addendum to this Agreement.

#### **4. Student Eligibility:**

- Students eligible for dual credit enrollment must be in either 11<sup>th</sup> or 12<sup>th</sup> grade and meet the University readiness standards under the provisions of the Texas Success Initiative (TSI) or SAT/ACT and be admissible to the University.
- Specific exceptions to eligibility are defined in the Texas Administrative Code (TAC) 4.85 (b), as amended.

#### **5. Location of Course:**

- Courses will be taught on the University campus/site. University will provide more specific details about the location to District in advance of the start date of the course.

#### **6. Student Composition of Course:**

- Dual credit courses may consist of either only District dual credit students (i.e., closed section enrollment) or open general enrollment courses at the District's discretion.
- Dual credit courses must contain a minimum of 35 students to qualify for the reduced tuition and fees rate, as outlined in APPENDIX B, attached and incorporated herein for all purposes. Open general enrollment courses may qualify for the reduced tuition and fees rate if the 35 student minimum is met with dual credit and undergraduate students combined.

#### **7. Faculty Selection, Supervision, and Evaluation:**

- The University will:
  - Hire and pay qualified faculty according to University rules and regulations;
  - Supervise and evaluate the faculty with the same procedures and under the same standards used on the University campus for faculty; and
  - Arrange for substitutes when faculty are attending University activities or for extended absences.

## **8. Course Curriculum, Instruction, and Grading:**

- The University and District will clearly define the contact hours, curriculum and grades of embedded dual credit courses.
- Dual credit courses will mirror the University courses offered to undergraduate University students. The University will ensure the curriculum, materials, instruction, grading, and rigor will be equivalent to the course offered to University students.
- The District will notify the course instructor two (2) days in advance of any planned activity that will interrupt course instruction.
- Attendance information and six-week grade requests will be accommodated but must be made by District when scheduling courses.
- Course evaluations will be administered by the University at the end of the course.
- The District is responsible for administering state mandated course specific exams.
- All student grades reported to the District will be reported in the form of letter grades. No percentage grades will assigned.

## **9. Academic Policies:**

- Course performance will be part of the student's permanent academic record.
- Students are subject to University Rules including the rules of conduct and disciplinary standards as published in the University catalog and are subject to the penalties defined therein.
- Students have access to the grievance procedures published in the catalog.
- The District policy will be followed for any non-instructional issues. The District will provide placement for students who are withdrawn from the course for any reason.

## **10. Data Use and Confidentiality:**

- Parties contemplate sharing data to assist in tracking and improving educational outcomes for District Students who receive services or are contemplated to receive services as specifically provided herein and pursuant to any specific requested and disclosed ("Data") shared by the Parties.
- Parties agree to use Data for reporting and research purposes only, provided that only aggregated, non-personally identifiable Data is shared with outside agencies. Parties agree to notify each other before Data is shared with outside agencies. Terms regarding specific aspects of Data sharing will be contained in a separate Individual Data Sharing Agreement for each particular data sharing event.
- To meet reporting requirements of local, state or federal agencies and/or grants, University and/or District may also report aggregated, non-personally identifiable data to the appropriate local, state, or federal agency or grants in accordance with the reporting requirements of the agency or grant and under the terms of any relevant individual Data Sharing Agreement.
- Data shared between the Parties will serve to keep District informed of students in jeopardy of failing a class and providing numerical grades for the purpose of calculating District Grade Point Averages. The District and University will also share Data that

includes the following: attendance, college placement scores, credit hours taken within this program and outcome-based measures as listed on the Texas Education Agency (TEA) Blueprint.

- The Family Educational Rights and Privacy Act, (“FERPA”), prohibits the Parties from sharing personally identifiable data with outside entities without prior written consent of District Students or an exceptions exists as a matter of law. The Parties contemplate requesting and using data in accordance with FERPA and within its exceptions. Pursuant to this Agreement, University will conduct an independent analysis of each specific data request to determine whether an exception, if any, applies to the specific request. Accordingly, an applicable Data Sharing Agreement that is individualized and conforms to the specific legal requirements associated with the identified exception will be entered into by the Parties.
- Abiding with FERPA regulations, Parties agree to maintain the confidentiality of personally identifiable data at all times and will keep the data in a secure location. Parties shall restrict access to personally identifiable data to only those employees who are identified in the District and/or University for the specific project or data sharing event outlined in this Agreement. Parties agree not to release or disclose any of the data in any manner except as expressly described in this Agreement, as allowed under state or federal law and/or a separate agreement of the Parties.

#### **11. Student Services:**

- The District will provide technology appropriate for the course(s) to the enrolled dual credit students.
- The University will provide an initial District visit to provide all interested students and parents an overview of the Early Birds Dual Credit program, requirements, and application process.
- The University will provide an on campus orientation session to all enrolled high school students and/or parents prior to the beginning of the course. These sessions will include information regarding campus layout, academic policies, support services, syllabus and curriculum, and student opportunities and commitments.
- Students will be registered directly through the University by UTSA Institute for P20 Initiatives staff during regularly scheduled registrations, or during special registration sessions.
- Instructional materials will be purchased by the University and assigned to the students and must be returned at the end of the course term. Instructional materials that are lost/stolen/damaged will result in a hold being placed on student’s academic transcript until the student returns the item(s) and/or pays for replacing said course materials

#### **12. Transcription of Credit:**

- The University will transcribe the course credit hours earned and provide the District transcripts at the end of each fall and spring semester.
- All student grades reported on transcripts will be provided in letter grade format. No percentage grades will be given.

- The District transcription of grades for courses may differ from the University based on Texas Education Association policies, specifically those relating to courses required to have End of Course STARR exams.

**13. Funding:**

- Both the University and the District will report students for state funding purposes.

**14. Tuition:**

- Tuition and fees for dual credit students in the fall and spring semesters will be paid following APPENDIX B and is defined dual credit tuition (in-district) plus required fees.

**15. Payment for Services:**

- **Payment Processes:** The District hereby agrees to reimburse the University the full sum of admissions processing and tuition fees charged to students taking courses for the purpose of receiving dual credit through this partnership.
  - **Admissions Fees:** District will pay all admissions fees for every student processed for admission into the Early Birds Dual Credit program, regardless of final student course registrations. University admissions processing documentation will be submitted following census date, and provided to District when invoice is remitted. All District payments must be made by date listed on invoice.
  - **Tuition Fees:** District will pay all tuition fees for every student listed on census date course roster, regardless of any future student withdrawals. Payments for all course tuition fees will be outlined through University invoice, and submitted to District following University semester census date. All District payments must be made by the date listed on invoice and in accordance with the Texas Prompt Payment Act.
- **Course Section(s):** Dual credit course sections must contain a minimum of 35 students to qualify for the reduced tuition and fees, as outlined in APPENDIX B. If the 35 student threshold is not met, the District will be required to pay all tuition fees for the full course section of 35 students, regardless.
- **Cancellation(s):** The District may cancel a dual credit course section, provided justification is made. Deadline for any cancellation(s) is 30 business days prior to University semester course start date. If district cancels after this deadline, they will be required to pay all admissions processing fees, as well as 50% of tuition and fees for full course section (35 students) as outlined in APPENDIX B.
- **Contact Hours:** If the District requests that the course meet for more than the number of contact hours approved by the THECB, the District will reimburse the University for the cost of additional instruction or supervision at the current University rate.

**16. Miscellaneous:**

- **Authorization of Agreement:** Each party represents to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- **Non-exclusive:** This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- **Amendments:** No amendment to or assignment of the Agreement will be effective unless reduced to writing and signed by both Parties. However, throughout the term both Parties' respective District Liaison and University Program Manager may collaborate on any mutually agreed upon District addendums as needed.
- **Termination:** Any party may terminate this Agreement in its entirety for any reason or no reason at all with a six (6) months advance written notice to the other party. Termination will be effective either in six months or whenever all students currently enrolled in courses pursuant to this Agreement have completed their respective course(s), whichever is later.
- **Relationship of Parties:** Neither party is an employee, partner, joint venturer, or agent of the other and will make no representation as such. Neither party has the authority to bind the other party.
- **Compliance with Laws:** All activities performed pursuant to this Agreement will be performed in accordance with all applicable federal, state and local laws, rules, and regulations. Parties agree to abide by and maintain the confidentiality of the educational records in accordance with the Family Educational Rights and Privacy Act and any other applicable federal and state laws/regulations addressing student privacy as amended. University Rules will apply to any on-campus activities or services performed pursuant to this Agreement. For purposes of this Agreement, "University Rules" means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (<http://www.utsystem.edu/board-of-regents/rules>); (ii) the policies of The University of Texas System (<http://www.utsystem.edu/bor/procedures/policy/>); (iii) the institutional rules and regulations and policies of University ([www.utsa.edu/policies.html](http://www.utsa.edu/policies.html)); (iv) University's Standards of Conduct Guide, (<http://utsa.edu/acrs/>); (v) University's parking rules and regulations (<http://utsa.edu/auxiliary/parking.html>) and (vi) Child Protection Training ([http://www.utsa.edu/acrs/Training/sb1414\\_training.html](http://www.utsa.edu/acrs/Training/sb1414_training.html)).
- **Force Majeure:** Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, new order or restriction by any governmental authority.
- **Governing Law & Venue:** This Agreement will be construed, enforced, and governed by the laws of the State of Texas. The venue for any dispute arising from or related to this Agreement will be in Bexar County.
- **Severability:** If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect or impair the remainder of this Agreement, and this Agreement will remain in full force and effect without such invalid, illegal, or unenforceable provision.

In Witness thereof, this Agreement has been executed on behalf of the Parties as of the effective date written in the first paragraph.

\_\_\_\_\_ **School District:**

By \_\_\_\_\_  
Name Date  
Superintendent or Designee

**The University of Texas at San Antonio:**

By \_\_\_\_\_  
Kimberly Andrews Espy Date  
Provost and Vice President for Academic Affairs

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**APPENDIX A**  
**UTSA Early Birds Dual Credit**

**UNIVERSITY COURSES OFFERED THROUGH THIS AGREEMENT: UTSA CORE COURSEWORK**

Writing, English, and Communications:

WRC 1013	Freshman Composition I (Q) *Maximum enrollment of 25
WRC 1023	Freshman Composition II (Q) *Maximum enrollment of 25
COM 2113	Public Speaking
CS 1173	Data Analysis and Visualization
EGR 1403	Technical Communication
ENG 2413	Technical Writing

Mathematics:

MAT 1023	College Algebra with Applications
MAT 1033	Algebra with Calculus for Business
MAT 1043	Introduction to Mathematics
MAT 1073	Algebra for Scientists and Engineers
MAT 1093	Pre-calculus
MAT 1193	Calculus for the Biosciences
STA 1053	Basic Statistics

Physical Sciences:

AST 1013	Introduction to Astronomy
AST 1033	Exploration of the Solar System
BIO 1233	Contemporary Biology I
BIO 1243	Contemporary Biology II
ES 1113	Environmental Botany
ES 1123	Environmental Zoology
ES 1213	Environmental Geology
ES 2013	Introduction to Environmental Science I
ES 2023	Introduction to Environmental Science II
GEO 1013	The Third Planet
GEO 1123	Life Through Time
PHY 1013	Universes
PHY 1943	Physics for Scientists and Engineers I
PHY 1963	Physics for Scientists and Engineers II

Behavioral Sciences:

BIO 1033	Drugs and Society
IDS 2113	Society and Social Issues
PSY 1013	Introduction to Psychology
SOC 1013	Introduction to Sociology
SOC 2013	Social Problems

Humanities:

HIS 1043	United States History: Pre-Columbus to Civil War Era
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HIS 1053	United States History: Civil War Era to Present
HIS 2053	Texas History
POL 1013	Introduction to American Politics
POL 1133	Texas Politics and Society
POL 1213	Civil Rights in Texas and America
CRJ 1113	The American Criminal Justice System
PAD 1113	Public Administration in American Society
ECO 2003	Economic Principles and Issues
ECO 2023	Introductory Microeconomics
GES 1023	World Regional Geography
GES 1013	Fundamentals of Geography
GES 2623	Human Geography
GLA 1013	U.S. in the Global Arena
MAS 2013	Introduction to Chicano(a) Studies
PHI 1043	Critical Thinking
MAS 2023	Latino Cultural Expressions
ANT 1013	Introduction to Anthropology
AAS 2013	Introduction to African American Studies
AAS 2113	African American Culture, Leadership and Social Issues

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**APPENDIX B**  
**UTSA Early Birds Dual Credit**

**TUITION COSTS AND FEES:** \*\*Fee waivers subject to change. Any and all changes will be submitted to district partners prior to implementation.

Fee Name	Paid by (Fees Waived by UTSA are as indicated)
Resident Statutory Tuition	Paid by ISD Partner
Board Designated Tuition	Partially waived by UTSA
Distance Learning Fee	Waived by UTSA
Athletics Fee	Waived by UTSA
Automated Services Charge	Paid by ISD Partner
ID Card Fee	Paid by ISD Partner
International Education Fee	Waived by UTSA
Library Resource Charge	Paid by ISD Partner
Medical Services	Waived by UTSA
Student Data Management Fee	Paid by ISD Partner
Recreation Center Fee	Waived by UTSA
Student Services Fee	Waived by UTSA
University Center Fee	Waived by UTSA
Publication Charge	Paid by ISD Partner
Orientation Fee	Waived by UTSA (orientation provided by UTSA P-20 Staff)
Teaching and Learning Center Support Charge	Waived by UTSA (support provided by UTSA P-20 Staff)
Transportation	Waived by UTSA
Advising Fee	Waived by UTSA (advising provided by UTSA P-20 Staff)
Admissions Fee	Paid by ISD Partner

Total UTSA tuition fees (per 3 hour course) = \$1,280.96 per student

Total UTSA tuition fee waivers (per 3 hour course) = \$902.96 per student

Total admissions fees charged to ISD Partner = \$70.00 per student

Total tuition amount charged to ISD Partner (per 3 hour course) = \$378.00 per student