This Dual Credit Course Assembly Agreement ("Agreement") is entered into by and between the Alamo Community College District ("Alamo Colleges"), a public junior college district and political subdivision of the State of Texas, and the undersigned “Sponsor,” a legal person responsible for the provision of dual credit services to a student as either (i) a home schooling parent ("HSP"), (ii) an independent school district ("School") or (iii) a private or public high school ("School"), wishing to serve as the responsible party for the assembly of a group of qualifying Dual Credit students ("Group" and "Students," respectively).

1. **DEFINITIONS.** “Dual Credit” and all capitalized terms not specifically defined herein shall have the meaning set forth at the Alamo Colleges Dual Credit Website.

2. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to facilitate Sponsor’s assembly of a Dual Credit course Student Group to take a sponsored Dual Credit Assembly Course section ("Section") on terms that Alamo Colleges is willing to recognize and accommodate as set forth herein.

3. **TERMS OF CONTRACTUAL RELATIONSHIP:** The terms of this Agreement shall consist of the provisions set forth in this writing as well as Alamo Colleges’ requirements posted at its Dual Credit Website, which Alamo Colleges reserves the right to change, with effectiveness of any changes being the date of posting, including, without limitation, the deadlines defined in the Annual Dual Credit Timeline (collectively, “Dual Credit Terms”), which are hereby incorporated by reference. Student participation in a Group Assembly Dual Credit Course will signify parental acceptance of any revisions to the Dual Credit Terms posted on the Dual Credit Website on or before the Section instruction commencement date.

4. **RELATIONSHIP WITH SINGLE COLLEGE:** Each Group will have a single college from among the Alamo Colleges designated as provider ("College").

5. **STUDENT ELIGIBILITY AND ENROLLMENT REQUIREMENTS:** Student eligibility requires a dual Credit Agreement between Alamo Colleges and Student’s HSP or School effective during the Alamo Colleges academic term during which the Section will be taught ("Section Term"), meeting all eligibility requirements therein set forth or incorporated, and being admitted to the College as a dual credit student for the Section Term by the deadlines defined in the Annual Dual Credit Timeline and the separate Alamo Colleges registration timeline posted at the Alamo Colleges general website.

6. **DESIGNATION OF SECTION AND GROUP:** Sponsor has submitted to Alamo Colleges a Dual Credit Sponsor Course Assembly Request pursuant to which Alamo Colleges has offer Section details (Exhibit A). Sponsor confirms its request for creation of the Section comprised of the individual fully eligible Students listed at Exhibit A under the Group Assembly Terms.

7. **SECTION FEE.** The Sponsor must pay to College the College-defined cost of the Section instructor compensation and benefits ("Fee"), in which case tuition and fees will be waived for the Dual Credit Section. Cost-sharing arrangements between the Sponsor and other participants shall not be the responsibility of Alamo Colleges.
8. **PRE-CONDITIONS TO EFFECTIVENESS OF AGREEMENT.** A Sponsor-signed counterpart of this Agreement specifying the required minimum number of fully qualified Students, and the full Fee, must be received by Alamo Colleges on or before the Dual Credit Course Assembly Fee payment deadline date specified in the Annual Dual Credit Timeline. SPONSOR AGREES THAT THE FAILURE OF THE COLLEGE-DESIGNATED MINIMUM NUMBER OF STUDENTS TO SO QUALIFY WILL CAUSE CANCELLATION OF THE SECTION AND FORFEITURE OF THE FEE.

9. **RIGHTS OF MODIFICATION AND NON-RENEWAL RESERVED.** Alamo Colleges reserves the right to further define or withdraw the Group Assembly Option by postings at its Dual Credit Website.

10. **TERM AND TERMINATION:** This Agreement shall be in effect from the date of counter-signature by Alamo Colleges (“Effective Date”) until the earlier of the ending date of the Section Term or the expiration of any applicable deadline without the requirements pertaining to that deadline having been met. The renewal of a Course Assembly Dual Credit Course will require a new and separate Course Assembly application procedure.

11. **LEGAL COMPLIANCE.** Alamo Colleges and Sponsor agree to comply with all federal, state, and local laws applicable to this Agreement, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g.

12. **AMENDMENTS/REVISIONS:** This Agreement may be amended only with the consent of Alamo Colleges, which may be reflected by Alamo Colleges changing the Dual Credit Terms. Sponsor by executing this Agreement and paying the Course Assembly Fee consents to the Dual Credit Terms then in effect.

13. **NOTICES:** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing. Sponsor agrees to maintain & notify Alamo Colleges of a working email address. Notices applicable to all sponsors are effective when posted at the Alamo Colleges Dual Credit Website. All notices, demands, or requests to Alamo Colleges shall be given or mailed to:

   Associate Vice Chancellor for Academic Partnerships and Initiatives
   Alamo Colleges
   201 W. Sheridan
   San Antonio, Texas  78204
   Tel:  210-485-0160
   Email:  jfabianke@alamo.edu

   With Copy To:
   General Counsel
   Alamo Colleges
   201 W. Sheridan
   San Antonio, Texas  78204
   Tel:  210-485-0050
   Email:  pmeurin@alamo.edu

   All Sponsor-specific notices, demands, or requests shall be given or mailed to:

   [Name]  
   [Address]  
   Tel:  (____) ________________
   Email:  __________________

14. **CHOICE OF LAW:** This Agreement is to be performed in Bexar County, Texas, and is governed by the
Constitution and the internal laws of the State of Texas. Exclusive venue for any suit arising from this Agreement shall be in Bexar County, Texas.

15. **NONASSIGNABILITY:** Parties herein shall not assign any interest in this Agreement and shall not transfer any interest in same without prior written consent of both parties.

16. **SIGNATURES:** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document. The parties agree that any form of written assent by either party by email shall be sufficient as a signature to this Agreement or any communications resulting here from.

17. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits attached hereto, including the Dual Credit Terms as they may be changed by Alamo Colleges from time to time, shall constitute the complete agreement between the parties relating to the subject matter herein and shall supersede all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein. In the event of conflict between this Agreement and the Dual Credit Terms, the order of precedence shall be (1) the then-current Dual Credit Terms and (2) this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date hereinabove described.

**ALAMO COMMUNITY COLLEGE DISTRICT**

By:  __________________________________________
     Dr. Jo Carol Fabianke       Date
     Interim Vice Chancellor for Academic Success

_______________________________________________________________________
Sponsor Signature       Date

_______________________________________________________________________
Sponsor Printed Name

**ATTACHMENT:** Exhibit A - Dual Credit Sponsor Course Assembly Request
EXHIBIT A TO ALAMO COLLEGES DUAL CREDIT COURSE ASSEMBLY AGREEMENT

A-1  COLLEGE-SUPPLIED INFORMATION:

Course Term: ___________________________________________

Course Name: ___________________________________________

Course Number: _________________________________________

Offering College: ________________________________________

Location: _______________________________________________

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<th>On Line</th>
<th>Hybrid</th>
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Day: _________________________________________________

Time: _________________________________________________

Instructor Fee: $ _______________________________________

A-2  SPONSOR-SUPPLIED INFORMATION:

Signer Capacity if Entity: _______________________________

Sponsor Email Address: ___________________________________

Sponsor Mail Address: ____________________________________

Sponsor Telephone: ______________________________________

Student Name | Parent/School
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