

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SECOND AMENDMENT TO AGREEMENT
BETWEEN
DALLAS COLLEGE
AND
SUNNYVALE INDEPENDENT SCHOOL DISTRICT
CONCERNING DUAL CREDIT

This Second Amendment is made and entered into by and between the Dallas College ("Dallas College" or "College") and Sunnyvale Independent School District (the "Sunnyvale ISD"), a Texas public education system, on behalf of Sunnyvale High School, (hereinafter collectively referred to as "High Schools"). The College and the Sunnyvale ISD may hereafter be individually referred to as "Party" and collectively as "Parties."

WHEREAS, the College and the ISD entered into that certain agreement entitled, Agreement Between Dallas College and Sunnyvale Independent School District Concerning Dual Credit ("Agreement") dated effective on August 7, 2020;

WHEREAS, the Parties now wish to amend the Agreement to exercise their option to renew the Agreement for the Second Renewal Term.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Exercise of Option to Renew:** In accordance with Section 2 of the Agreement, the Parties hereby exercise their option to renew this Agreement for the Second Renewal Term. This Second Renewal Term will begin on August 2, 2022 and end on August 1, 2023.
- B.** The Parties agree that this Second Amendment shall be considered a part of the Agreement referred to above and incorporated by reference for all purposes.

- C. Except as provided in this Second Amendment, all terms used in this Second Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
- D. This Second Amendment shall be subject to any and all other provisions of the Agreement, and, with the exception of the parts or provisions of the Agreement which have been modified by this Second Amendment, all other provisions of the Agreement shall remain in full force and effect and are not modified or amended by this Second Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment on the dates indicated below.

Dallas College

By:  Shawnda Floyd (Aug 16, 2022 14:28 CDT) **Aug 16, 2022**
Shawnda N. Floyd, Ed.D., J.D. **Date**
Provost, Dallas College

Sunnyvale Independent School District

By:  CA Morgan **Aug 16, 2022**
Dr. Christi Morgan **Date**
Assistant Superintendent, Sunnyvale ISD

Approved as to form for Sunnyvale ISD:

By: _____
Sunnyvale ISD Legal Counsel **Date**

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 Sunnyvale ISD 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 Sunnyvale ISD 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 Sunnyvale ISD at the end of the semester(s) or academic year. The total compensation that College pays Sunnyvale ISD under this Agreement with College shall not exceed \$51,000 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 \$204,000.
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.