



SOUTH TEXAS
COLLEGE

Interlocal Agreement South Texas College Dual Credit Programs

SOUTH TEXAS COLLEGE (herein called the “College”) and **EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT** (herein called the “School District”) enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM

This IA shall be in effect from August 22, 2023 to August 22, 2024, and posted during this term on the College’s and School District’s respective internet websites.

OVERVIEW

The College is committed to serving the students and communities of South Texas through collaborative work with school districts in the College’s service area. A major initiative promoting a college-going and college graduation culture is the **South Texas College Dual Credit Programs**, which complies with the rules set forth by the State of Texas (TAC Title:19 Chapter 4, Subchapter D, Rule § 4.84) for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students; therefore,

1) **IA PURPOSE**

The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in the Dual Credit Programs. This IA is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional IA is required by the Texas Education Agency for Early College High Schools, and P-TECH schools.

2) **RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students’ completion* of dual credit **courses, degrees, or certificates**, will recognize South Texas College. Furthermore, when the School District advertises and/or publicizes, including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as their Higher Education partner. The following statement must be included in all the School District’s publications and/or advertisements in regards to the Dual Credit Programs:

“[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.”

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College’s **Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs** at www.southtexascollege.edu/go/dual-credit-marketing (see Exhibit B for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 11 of this document.

3) **ACADEMIC POLICIES & PROCEDURES**

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through DegreeWorks for all dual credit students.

The School District acknowledges that the College is in the process of replacing its existing Board Policies. As the existing Policies are retired and replaced, the College shall notify the School District and provide a copy of the replacement policy. If necessary, the College and the School District will modify this IA to incorporate the new policies.

a) Eligible Courses

Academic courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

b) Faculty Qualification, Selection, Supervision, and Evaluation

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the *Dual Credit Programs Instructional and Quality Standards Manual - Academic Affairs Division*.

- i. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the College's *Board Policy #4151 Academic and Professional Credentials for Faculty*, which includes the criteria used by the College to determine teaching eligibility.
- ii. The College will ensure that College Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- iii. School District faculty approved as Dual Credit Faculty must be cleared by the College's Office of Human Resources to teach any dual credit courses.
- iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the College.
- v. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the LMS Fundamentals and Academic Continuity Certifications offered through the College's Distance Learning Department, prior to teaching dual credit courses.
- vi. College and Dual Credit Faculty teaching dual credit courses are required to check their class rosters during the first week of classes by accessing Starfish through JagNet to make sure that all students attending the class are enrolled in the dual credit course and are required to refer any students not on the roster to the appropriate School District counselor and the Dual Credit Enrollment Services Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

- vii. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the *DELTA Online Academy* course offered through the College's Office of Professional and Organizational Development during the first semester teaching dual credit courses. Dual Credit Faculty not completing this Academy will not be allowed to continue teaching the following academic year. This Academy focuses on relevant College policies, and procedures, resources, faculty responsibilities, and maintaining a college environment in the classroom. The *DELTA Online Academy* course includes required training on Title IX and related Texas laws, and covers topics including but not limited to mandatory reporting duties, sexual harassment under federal and state law, and prevention techniques.
- viii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester so that the Dual Credit Faculty can coordinate their teaching responsibilities at the high school to attend the required department meetings.
- ix. The School District will allow release time from School District duties for all high school librarians to attend no more than two required library summits organized by the College and held on weekdays during the school year.
- x. College Faculty and Dual Credit Faculty teaching college-level courses are expected to communicate with students who need academic assistance and direct them to the appropriate College or School District support services. The College provides students access to college resources and support services at no cost.
- xi. The School District will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Department Chair for investigation. To address and resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- xii. The Dual Credit Faculty or College Faculty assigned to teach a dual credit course is charged with the duties and responsibilities as the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, as stated in *Board Policy #3115 Distance Education*, the instructor of record, not an assistant, is the one responsible for the delivery of instruction and evaluation of student progress. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.
- xiii. Texas House Bill 3979 and Senate Bill 3 (87th Legislature), **which relate to civic instruction and instruction policies in public schools in the state**, do not apply to community colleges or to dual credit students, as long as the curriculum being taught is the College's curriculum. This is the case even if the College curriculum is taught by a high school teacher in their capacity as a Dual Credit Faculty member.
- xiv. This IA recognizes the unique and sometimes challenging position of Dual Credit Faculty. Nevertheless, although Dual Credit Faculty are full-time employees of the School District

where they teach College courses(s), Dual Credit Faculty shall follow all applicable College policies during dual credit instructional time. Accordingly, Dual Credit Faculty are expected to fulfill their responsibilities as Dual Credit Faculty while also complying with the expectations and policies of their School District and Principal.

- xv. Expectations of Dual Credit Faculty when teaching a college-level Course for the College:
- College-Level Course Work: The rigor of college-level coursework often requires additional time outside of class for students to meet course learning objectives and outcomes. Dual Credit Faculty should not decrease the amount of out-of-class work assigned to students enrolled in Dual Credit course(s).
 - Issuing of College Grade: Dual Credit Faculty should not inflate the college letter grade, which might differ from the high school numeric grade.
 - Contact Hours Pertaining to Dual Credit Students: Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with the College Board Policy #3335 Student Attendance, the student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
 - Dual Credit Faculty shall treat students equally and should not use unreasonable measures to help a particular student who, in the estimation of the Dual Credit Faculty member, is failing the course due to the student's classroom performance, lack of participation and/or excessive student absences.

c) Location, Facilities, Teaching Environment, and College Courses

The location of dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards.

i. Facilities

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District; and
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to first class day. School District shall ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner which complies with the College's program requirement.

ii. Teaching Environment

The School District will ensure that the classroom environment is conducive to college-level learning by:

- Designating a classroom for the dual credit classes;
- Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session";

- Assuring no interruptions take place in the College dual credit class while in session, such as removing dual credit students in order to participate in high school activities and making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and
 - Enforcing the faculty members' student attendance requirements as stated in the course syllabus and as supported by *Board Policy #3335 Student Attendance*. This policy provides guidelines related to student attendance and authorizes faculty to drop a student, prior to the withdrawal deadline, when in the opinion of the faculty, the student would have difficulty in successfully completing the course.
- iii. College Courses
Faculty teaching dual credit courses must use the College's approved Learning Management System. The College maintains security measures to protect faculty and students while learning in an online environment. More detailed information can be accessed on the Dual Credit Programs webpage at the following link:
<https://www.southtexascollege.edu/dual/index.html>.
- iv. Course Delivery
The School District will ensure that all dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction. Only in circumstances, when a State of Emergency is activated, may a Dual Credit Faculty be approved to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System.
- d) Course Curriculum, Instruction, and Grading
School Districts that participate in the Dual Credit Programs at the College will comply with procedures and guidelines as published in the *Dual Credit Programs Principal Agreement* and the *Dual Credit Programs Instructional and Quality Standards Manual*, including the following:
- i. Academic Instructional Calendar
Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.
 - ii. Monitoring Instruction
The School District will work with the College so College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.
 - iii. Books and Supplemental Materials
The School District will provide textbooks for each registered student, equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for

four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first class day. Exceptions must be discussed with the Dean of Dual Credit Programs and the Department Chair.

- iv. Transportation
The School District will provide transportation to dual credit students in accordance with State law and School District rules and procedures. Students enrolled in dual credit courses at the College may be transported by the School District.
- v. Grading Procedures
All Dual Credit Faculty will follow the College Grading System as stated in the College's Board Policy #3310 Grading System: Credit Programs, as well as the grading criteria in the department approved syllabus.
- vi. Submission of College Grade
The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and School District officials will not unreasonably interfere with the faculty member's authority to assigning College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.
- vii. Grade Appeal
The School District will direct students to follow the College's Grade Appeal process. An electronic copy of these documents may be accessed on the Academic Affairs Department webpage at the following link:
https://academicaffairs.southtexascollege.edu/grade_appeals/
- viii. Reporting Required Critical Student Performance Information
The College has developed guidelines for sharing critical student performance information when needed for high school reporting.
STC Faculty
 - Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the end of the beginning of the College's finals exams week.
 - Will not be required to submit a midterm course grade.
 - Will provide the following Starfish Early Alert Surveys:
 - Fall 2023 and Spring 2024: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
 - Summer 2024: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to indicate reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the *Dual Credit Programs Instructional and Quality Standards Manual*.

e) **Dual Credit Policies**

This IA is subject to the following policies:

- i. **Board Policy #3230 Dual Credit Programs with Partnering School Districts**
 - Lists general provisions that partnering School District must comply with; and
 - States that tuition and fees for dual credit students sponsored by partnering School District will be charged as approved by the College's Board of Trustees.
- ii. **Board Policy #3232 Dual Credit Student Eligibility Requirements**
 - Outlines the dual credit student eligibility requirements;
 - Stipulates limitations on what courses and how many hours may be taken;
 - Mandates student compliance with Financial Aid Satisfactory Academic Progress (SAP); and
 - Levies the independent student tuition and fees for students enrolled in (non-S) section(s) with approval by the College.
- iii. **Board Policy #3320 Academic Progress Standards**
 - States expectation that students meet academic standards for coursework at the College;
 - Defines levels of academic status GPA criteria; and
 - Explains student academic progress standards including probation, suspension, and readmission.
- iv. **Board Policy #3322 Student Financial Aid - Satisfactory Academic Progress (SAP)**
 - Cites Federal regulations that require the College to monitor Satisfactory Academic Progress (SAP) for all students, including dual credit students, in order to determine financial aid eligibility; and
 - Cites regulations that require the evaluation of quantitative (67% course completion rate and maintaining at least a 2.0 cumulative GPA) standards, as well as completion of a degree or certificate within 150% of normal time frame.

4) **STUDENT ENROLLMENT & SUPPORT SERVICES**

a) **Student Eligibility**

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's *Dual Credit Programs Enrollment and Support Services Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link:
<https://www.southtexascollege.edu/dual/index.html>.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's *Board Policy #3200 Student Admissions*. The School District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success and to will comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document

may be accessed on the Dual Credit Programs webpage at the following link:
<https://www.southtexascollege.edu/dual/index.html>.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment minimum passing score requirements established by the THECB and the College dual credit course pre-requisites as published in the College's *Dual Credit Programs Enrollment and Support Services Manual*.

Dual credit students must comply with the College's Academic Progress Standards as outlined in *Board Policy #3320* and *Board Policy #3322*. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether or not they receive aid, and these requirements are applicable to dual credit students who are still in high school.

b) *Collaboration and Outreach Efforts*

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program on the College's dual credit website.

c) *Course Load*

As stated in the College's *Board Policy #3232 Dual Credit Student Eligibility Requirement*, dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students will be limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students should not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

Students who want to enroll in regular (non-S) section(s) must submit a request and be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be requested by the School District. Criteria are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

d) Student Composition of Class

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the School District may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- i. If the course is required for completion under State Board of Education High School graduation requirements, and the School District is otherwise unable to offer such a course.
- ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

Dual Credit Sections

Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled by the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering school districts approval, if available.

e) Advising

The College and the School District offer college advising services for dual credit students, in addition to a College Advising Training Program for High School District Counselors held by the College.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

f) Pathways Alignment

The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

g) Counseling and Student Accommodations

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible to provide the academic accommodations. If the class is taught by STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College *Dual Credit Programs Enrollment and Support Services Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

h) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to *Board Policy #3313, Student Grievance or Complaint* and follow the process and procedures as detailed in the College's *Student Handbook* and/or the *Employee Handbook*, depending on whether the report or complaint relates to another College student or College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct in a Dual Credit course will be handled in accordance with the policy and procedures outlined in *Board Policy #4216 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited*. A student may report a grievance or complaint at the following link: <https://www.southtexascollege.edu/report/index.html>.

i) *Student Conduct*

All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

j) *Transcription of Credit*

The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student

completion of the requirements each course.

k) Commencement Ceremonies

To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date, except when a State of Emergency is activated. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

5) **FINANCIAL SUPPORT SERVICES**

a) Faculty Stipend

School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College *Dual Credit Programs Instructional and Quality Standards Manual*.

b) Tuition & Fees

The School District will be charged tuition and fees as outlined in *Exhibit A: Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2023-2024*. The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary during the year.

c) Invoicing

The College will invoice the School District that sponsors the student for the applicable charges, in accordance with the *Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2023-2024*, as approved by the College Board of Trustees (see Exhibit A).

d) Faculty Charges

When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2023 (Fall 2023 semester), January 8, 2024 (Spring 2024 semester), May 20, 2024 (Summer I semester), and June 26, 2024 (Summer II). Should a School District cancel dual credit course(s) with an assigned College Faculty after the advertised deadline, a Late Dual Credit Section Cancellation Fee will be assessed.

This agreement is outlined in the *Dual Credit Programs Instructional and Quality Standards Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

6) **DATA SHARING**

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy

of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of College Connections and Admissions for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to our partners with a signed IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

The School District may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

7) **HUMAN RESOURCES DEPARTMENT. DATA PRIVACY & SHARING AGREEMENT**

The School District will collaborate with the College to ensure that all School District faculty applying to teach in the Dual Credit Programs meet the credential requirements as stated in the College's **Board Policy #4151 Academic and Professional Credentials for Faculty**, and submit all required documents for the approval/hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a college course is required to be reported to the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.

8) **TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's **Board Policy #4216 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: <https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>.

Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et. seq.), and its implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the

Title IX Coordinator and the Title IX Deputy Coordinators for the College are located at the following link: <https://www.southtexascollege.edu/about/notices/title-ix.html>.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act**, to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District official and the College representative(s) will work in a collaboratively and timely manner in connection with any to share any and all information necessary in the event of an claims or investigation arising under Section 8 of this IA. of a personnel matter (see Exhibit C).

Title IX Protocol

- a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.
- b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.
- c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.
- d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.
- e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.
- f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as

policy otherwise requires (e.g., mandated reporting responsibilities)g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

g) Control:

- i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
- ii. A party who provides instruction in the venue of the other party does not control that venue.

h) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

i) Student:

- i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
- ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

j) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

k) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

9) **NON-DISCRIMINATION**

The College prohibits discrimination, including harassment and sexual misconduct, against any employee, applicant for employment, student, or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit **Board Policy #4216 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited.**

10) **INTERLOCAL AGREEMENT (IA)**


This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

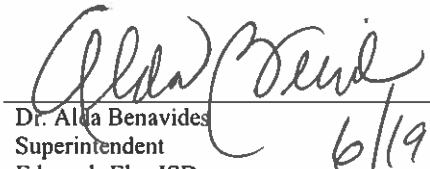
11) NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT

If a party fails to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

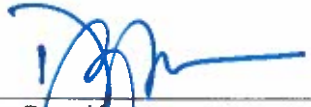
EXECUTED IN TWO (2) Original counterparts on this _____ day of _____ 20_____.




Dr. Ricardo J. Solis
President
South Texas College



Dr. Alma Benavides
Superintendent
Edcouch-Elsa ISD
6/19/23



Rose Benavidez
Chair, Board of Trustees
South Texas College



President, Board of Trustees
Edcouch-Elsa ISD

EXHIBIT A
DUAL CREDIT STUDENTS
SPONSORED BY PARTNERING SCHOOL DISTRICTS
Tuition and Fees
FOR FY 2023-2024

	Board Approved FY 2021-2022	Board Approved FY 2022-2023	Board Approved FY 2023-2024
DUAL CREDIT TUITION:			
Per credit hour tuition for in-district dual credit students sponsored by partnering school districts	0.00	0.00	0.00
DIFFERENTIAL TUITION PER CREDIT HOUR FOR COURSES OFFERED ON A SOUTH TEXAS COLLEGE CAMPUS OR FACULTY:			
Associate Degree Nursing	0.00	0.00	0.00
Emergency Medical Technology	0.00	0.00	0.00
Occupational Therapy Assistant	0.00	0.00	0.00
Patient Care Assistant	0.00	0.00	0.00
Pharmacy Tech	0.00	0.00	0.00
Physical Therapist Assistant	0.00	0.00	0.00
Radiologic Technology/Sonography	0.00	0.00	0.00
Respiratory Therapy	0.00	0.00	0.00
Vocational Nursing	0.00	0.00	0.00
COURSE FEES:			
Electronic Distance Learning/VCT Course Fee per credit hour (Summer 2020 Sessions - Fee waived) (Fall 2020 Session - Fee waived)	10.00	10.00	0.00
Hybrid Course Fee per credit hour	0.00	0.00	0.00
NAH and Other Course Fees: <i>Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities</i>	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
INCIDENTAL FEES:			
Fee per credit hour for dual credit students attempting a course three or more times	125.00	125.00	125.00
Dual Credit Late Processing Fee per course per student after Census Day	200.00	200.00	200.00
DUAL CREDIT ACADEMIES:			
Dual Credit Academies Participation Fee - Fall and Spring, per Student per Semester (Charged to School District)	600.00	600.00	600.00
Dual Credit Academies Participation Fee - Summer, per Student per Credit Hour (Charged to School District)	50.00	50.00	50.00

Board Approved_DualCreditTuitionandFees FY 2023-2024_March 28, 2023

EXHIBIT C**School District Title IX Investigator/Coordinator**

As stated in Section 8, the School District hereby designate the Liaison listed below who, the School District certifies, is trained to investigate and address matters relating to Title IX and alleged civil rights violations, including but not limited to claims arising under Title VI and Title VII of the Civil Rights Act, to serve as the authorized liaison to the South Texas College Office of Human Resources and the Title IX Coordinator for the College.

The School District Liaison contact information is as follows:

School District Name: Edcouch-Elsa Independent School District

High School Name: Edcouch-Elsa High School

Liaison's Name: Dr. Antonio Layton

Position Title: Human Resources Director

Contact Phone Number: (956) 262-6000

Email: alayton@eeisd

This form must be completed in its entirety and submitted to:

Interim Title IX Coordinator
Todd C. Nelson, J.D.
Contract and Regulatory Resources Officer
3201 West Pecan Blvd., N150
956-872-4664
TitleIX@southtexascollege.edu

For any questions, please contact:

Alicia Carrera
Interim Director of Human Resources
2501 West Pecan Blvd.
McAllen, TX 78501
956-872-3815
HR_Administrators@southtexascollege.edu

**Exhibit B
Sample Recognition**

