



Interlocal Agreement **South Texas College** **Dual Credit Programs & Continuing Education**

SOUTH TEXAS COLLEGE (herein called the “College”) and **POSSABLE DREAM ADULT HIGH SCHOOL** (herein called the “High School”) 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 18, 2025 to August 18, 2026, and posted during this term on the College’s and High School’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 High School that participate in the Dual Credit Programs and Continuing Education. 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).

2) RECOGNITION OF HIGHER EDUCATION PARTNER

The High School, when reporting and publicizing students’ participation in the program, completion of **courses, degrees, or certificates**, will recognize South Texas College. Furthermore, when the High School 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, the High School will recognize South Texas College as its Higher Education partner.

In addition, the High School 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 <https://admin.southtexascollege.edu/pr/dual-credit-marketing.html>.

3) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures that apply to regular college courses and students also apply to non-credit and dual credit courses. A plan of study with a defined sequence of courses will be available through Degree Works for all dual credit students.

The High School 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 High School and provide a copy of the replacement policy. If necessary, the College and the High School 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 a hiring process for approved College Faculty to teach dual credit and continuing education course(s). Each approved College 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***.

- i. 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.
- ii. College 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 High School counselor and the Dual Credit Scheduling and 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.
- iii. College 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.
- iv. The High School will forward any concerns regarding 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 High School Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- v. The 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 TASB Policy EBA — Alternate Methods of Instruction: Distance Education***, an instructor is an individual responsible for delivering course content and who meets the qualifications for instruction established by an institution's accrediting agency. 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.
- vi. 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.

c) Continuing Education Courses

Continuing Education courses are non-credit offerings designed to provide workforce development, personal enrichment, or professional training. These courses are not eligible for dual credit and do not apply toward academic credit or degree requirements, except as outline in the College's Stackable Credential Pathways or Prior Learning Assessments.

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

Dual credit and Continuing Education courses will be held at South Texas College Campuses which are approved instructional sites in accordance with SACSCOC standards and College policies. Continuing Education courses are conducted in accordance with institutional policies on facilities and instructional quality; however, they are not governed by SACSCOC standards for credit-bearing courses.

i. Access

The High School will work with the College to ensure the following:

- High School will ensure that students have appropriate access to all required instructional facilities, resources, and essential technology;
- High School offering Career and Technical courses will obtain all material required to meet such standards prior to the first-class day.

e) Course Curriculum, Instruction, and Grading

High School will comply with procedures and guidelines as published in 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 High School. 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 High School activities.

ii. Monitoring Instruction

The High School 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 High School.

iii. Books and Supplemental Materials

The High School will provide textbooks for each registered student, along with equipment, and supplemental materials required for the enrolled 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 High School. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

iv. Transportation

The High School will provide transportation to students in accordance with State law and

High School rules and procedures. Students enrolled in dual credit courses at the College Campuses may be transported by the High School.

v. 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 High School officials will not unreasonably interfere with the faculty member's authority to assign 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 High School's request. Such request must be submitted by the High School 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.

vi. 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 High School with final course numeric grades, based on a standard 100-point scale upon the High School's request. Such requests must be submitted by the High School to the STC Faculty by the Friday before 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 2025 and Spring 2026: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
 - Summer 2026: First Week Attendance Verification, and one Progress Survey (Week 3)

vii. Dual Credit Policies

This IA is subject to the following policies:

- i. ***Board Policy #3230: Dual Credit Programs with Partnering School Districts***
- ii. ***Board Policy #3232: Dual Credit Student Eligibility Requirements***
- iii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***
- iv. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

4) **STUDENT ENROLLMENT & SUPPORT SERVICES**

a) Student Eligibility

The College requires the High School 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***.

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 TASB Policy FB: Admissions**. The High School 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 comply with the College Dual Credit Programs Admission and Registration Timeline.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark 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** or enrolling as non-degree seeking students until they have earned 15 credit hours.

Dual credit students must comply with the College's Academic Progress Standards as outlined in **Board TASB Policy EGA: Academic Achievement – Grading and Credit** and **Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships**.

b) Non-Degree Seeking

For the academic year, participating districts may choose to pilot the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections. Non-Degree seeking students are eligible for Continuing Education courses.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) Degree seeking Course Load

Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and 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 a 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 Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee. The Dual Credit Programs is subject to all applicable College policies and procedures.

d) Non-S Section Enrollment

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved to enroll in a non-dual credit 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 non-dual credit section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee table.

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 created by the College. Criteria for “Non-S” section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) Dual Credit Sections

Dual credit sections assigned to an STC 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.

f) Advising

The College and the High School collaborate to provide college advising services for dual credit students. The High School is responsible for conducting initial and ongoing advising to ensure students are appropriately placed in dual credit or continuing education courses aligned with their academic and career goals.

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 High School 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 High School 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.

g) Student Composition of Class

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the High School 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 High School 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.

h) *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.

h) *Counseling and Student Accommodations*

The College and the High School 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 High School will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. For classes taught by South Texas College faculty at one of our campuses, accommodations can be requested from Counseling and Student Accessibility Services. All procedures and guidelines are outlined in the College *Dual Credit Programs Enrollment and Support Services Manual*.

i) *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 TASB Policy FLD — Student Rights and Responsibilities: Student Complaints** and follow the relevant processes and procedures detailed in the College's *Student Handbook* and/or *Employee Handbook*, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the High School, the High School 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 the respondent.

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

j) *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 High School 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

k) *Transcription of Credit*

The College and the High School 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.

5) **FINANCIAL SUPPORT SERVICES**

a) *Dual Credit Tuition & Fees*

The High School 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 2025-2026*. The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary during the year.

b) *Dual Credit Programs Invoicing*

The College will invoice the High School 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 2025-2026*, as approved by the College Board of Trustees (see Exhibit A).

c) *Continuing Education Invoicing*

For each training program, the College will prepare an Industry Training Agreement (ITA) that specifies the applicable tuition and fees for the program.

d) *Facilities*

The College will provide designated instructional space at no cost to the High School for one year to support the delivery of dual credit courses, continuing education programs, and the High School's own course offerings. Scheduling and access to facilities will be coordinated in advance between the College and the High School to ensure efficient use of space and resources. The College will maintain the facilities in accordance with institutional standards to provide a safe and conducive learning environment for all students.

e) *Faculty Charges*

When the College provides the faculty for a dual credit course, including courses given via distance learning, the High School is responsible for the faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the High School cancels a dual credit course with an assigned College Faculty after August 8, 2025 (Fall semester), January 9, 2026 (Spring semester), May 22, 2026 (Summer I/III semester), and June 19, 2026 (Summer II semester), 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/manuals.html>.

6) **DATA SHARING**

FERPA allows protected student data to be exchanged between the College and High School 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 High School, including records that the College disclosed.

The College and the High School are expected to meet FERPA requirements to maintain the privacy of student data.

The High School agrees to provide directory information for all students enrolled in the district for recruitment purposes. The High School will provide an electronic secure file to the Director of Promise Program 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 High School 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 High School 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 High School without prior authorization from the College.

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

- An IA has been executed and is active between the High School 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 High School may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

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

Any non-academic incidents or complaints against High School staff housed at College facilities must 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 High School 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 ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the High School Title IX policy in resolving incidents and complaints.

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 any 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 High School will, by completing Exhibit C hereto, designate a specific High School 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 College's Title IX Coordinator.

Pursuant to the following protocol, the High School official and the College representative(s) will work in a collaborative and timely manner to share any and all information necessary in the event of an claims, complaints, reports or investigations arising under Section 8 of this IA (see Exhibit B).

Title IX Protocol

- a) The College and the High School 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 High School 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 High School 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:
 - iii. A student enrolled in a non-credit or dual-credit course is a student of both parties, regardless of which party has the primary relationship with the student.
 - iv. 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 TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence.***

10) **PREGNANT AND PARENTING SERVICES**

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
<https://studentservices.southtexascollege.edu/disability/parenting.html>

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
 Santa Elisa Peña, M. Ed., LPC-S

Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

11) INTERLOCAL AGREEMENT (IA)


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


The College and the High School 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 High School 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 Superintendent and personally delivered to the other party to this IA.

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 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 30 day of July 2025.


Dr. Ricardo J. Solis
President
South Texas College


Darcia Cuellar
Superintendent
The PossAble Dream Adult High School


Chairman, Board of Trustees
South Texas College


Board President
The PossAble Dream Foundation

EXHIBIT A
DUAL CREDIT STUDENTS
SPONSORED BY PARTNERING SCHOOL DISTRICTS
Tuition and Fees
FOR FY 2025-2026



| | Board Approved FY 2023-2024 | Board Approved FY 2024-2025 | Board Approved FY 2025-2026 |
|---|---------------------------------------|---------------------------------------|---------------------------------------|
| 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) | 0.00 | 0.00 | 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 |

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