SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College

Pharr-San Juan-Alamo ISD – PSJA North Early College High School

SOUTH TEXAS COLLEGE (herein called the "College") and **Pharr-San Juan-Alamo ISD** (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 18, 2025 to August 18, 2026, and posted during this term on the College's and School District's respective internet websites.

IA PURPOSE
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the "G1-4"). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE
WHEREAS the parties to this IA desire to establish **PSJA North Early College High School** ("**Early College High School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **Early College High School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **Early College High School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS Early College High Schools are schools which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60), certificate level degree, an associate's degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12. and;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **Early College High School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1) STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

a) The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency (TEA) for the establishment and approval of an Early College High School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s), which may impact the continuance of this agreement.

b) A Leadership Team comprised of members of the School District and the College will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the Early College High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) Target Population, (2) Partnership Agreement, (3) P-16 Leadership Initiatives, (4) Curriculum and Support, (5) Academic Rigor and Readiness, and (6) School Design. As the school moves through the implementation process and scales up to serve grades 9-12th new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership change in the School District and the College if it applies and expanding and enhancing the partnership.

2) 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 Degree Works 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) 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). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **Early College High School.** 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.***

b) Professional Development

Early College High School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. 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 with their teaching responsibilities at the high school to attend the required meetings. **Early College High School** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**

Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **PSJA North Early College High School** is located at: **500 E. Nolana Loop, Pharr, TX 78577**

a) 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;
- 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 the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) 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.***

c) Tuition and Fees (G1)

The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2025-2026.***

d) Eligibility of Students for Financial Assistance

Early College High School students are eligible for financial assistance for courses taken outside of the course offerings at **Early College High School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

e) 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 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.

f) Transportation

The School District will provide transportation to students enrolled at **Early College High School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **Early College High School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) COURSE CURRICULUM, INSTRUCTION, AND GRADING

School Districts that participate in the Dual Credit Programs Designated High Schools 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:

a) 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.

b) Course of Study

The **Early College High School** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **Early College High School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

The **Early College High School** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **Early College High School** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **Early College High School** counselor and principal regarding College curricular changes. **Early College High School** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **Early College High School** and College will establish a course equivalency crosswalk and will be

updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **Early College High School.**

d) Books and Supplemental Materials

The School District will provide textbooks for each registered student, along with 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 Associate Vice President for Dual Credit Programs and the Department Chair.

e) Grading Periods and Policies

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **Early College High School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **Early College High School** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **Early College High School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) 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 beginning of the College's final 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)

Dual Credit Faculty

- Will comply with the guidelines relating to 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.***

g) Submission of College Grade

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member

responsible for the course shall be final. College and School District 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 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.

5) **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***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **Early College High School** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **Early College High School** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

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/manuals.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 TASB Policy FB: Admissions.*** The School District will work with the College to make certain 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. 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 benchmark scores 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 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.

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 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 District's approval, if available.

f) *Contingency of Enrollment*
Enrollment in dual credit courses is contingent upon **Early College High School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **Early College High School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

g) *Student Attendance Policies*
Early College High School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **Early College High School**, the College, and the Texas Higher Education Coordinating Board (THECB).

h) 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 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.

i) Collaboration and Outreach Efforts (G1)
The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, 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 the College's dual credit website.

j) Advising (G3)
The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:
- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

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.

k) Advising Students on Transferability and Applicability (G3)
The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

l) 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 a 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.

m) Pathways Alignment (G2)
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.

n) 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 for each course.

o) 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. 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.

p) 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

q) *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 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 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.

7) **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 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 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 School 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 student level data received from the College shall not be shared outside the School District without prior authorization from the College.

The College partners may request data outside of the scheduled report distribution schedule provided:

- An (IA) has been executed and is active between the partner organization 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.

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

8) **RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including 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 its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regard 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 https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

Early College High School shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **Early College High School** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **Early College High School.**

10) **PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS**

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) **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 TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** 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. s1681 et seq) and it's 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 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 and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, 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.

h) 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.

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

j) 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.

k) 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.

l) 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.

12) 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.***

13) 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.***

14) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **Early College High School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

15) 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 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.

16) NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT

If a party fail 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.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this ____ day of _____, 2025.

Dr. Ricardo J. Solis
President
South Texas College

Dr. Alejandro Elias
Superintendent
Pharr-San Juan-Alamo ISD

Chairman, Board of Trustees
South Texas College

President, Board of Trustees
School District
DIANA Y. SERNA, PRESIDENT
PHARR-SAN JUAN-ALAMO ISD

Exhibit A
Sample Recognition

SOUTH TEXAS COLLEGE



DISD Donna High School · Follow
2d ·

42 Donna High School Students Walk the Stage at Bert Ogden Arena!

We are incredibly proud to announce that 42 of our amazing students officially walked the stage at Bert Ogden Arena to receive their Associate's Degrees from South Texas College — all before graduating high school!

These hardworking students have not only earned a major academic milestone but also saved themselves and their families two years of college tuition! What an incredible head start!

We can't wait to see all the amazing things they'll go on to do.

Congratulations, Class of 2025 — you've made us all proud!

#CollegeReady #EarlyCollegeSuccess #DHSClassOf2025 #RedskinPride #OneTeamOneFamily



Mercedes Schools
19h ·

Celebrating Our South Texas College Dual Credit Graduates!

Congratulations to the Mercedes ISD seniors who walked the stage at the South Texas College Spring 2025 Commencement Ceremony on Friday, May 9, weeks ahead of their high school graduation!

These students have shown incredible dedication to academic achievement while managing extracurricular activities, work, and family responsibilities. We are #MISDproud of their accomplishments and all they represent. Here are a few moments captured from the special day.
#MISDclassof2025 #STCdualgrads #STCclassof25



Hidalgo Independent School Dis

Congratulations, South Texas College Graduates!

We are incredibly proud to celebrate the Class of 2025 from Hidalgo Early College High School who have already achieved an extraordinary milestone — earning their Associate Degrees from South Texas College before even graduating high school! This achievement reflects your commitment to academic excellence and sets the stage for a bright and successful future.

Let's give a round of applause to these Mighty Pirates!



