

ACADEMIC AGREEMENT

between
Texas Southmost College
and
ResponsiveEd Texas

Pursuant to the rules of the Texas Higher Education Coordinating Board as set forth in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D; and Chapter 9, Subchapter H, *Texas Southmost College (TSC)* (hereinafter "College") and the *ResponsiveEd Texas* (hereinafter "School District"), hereby enter into a partnership in which TSC agrees to collaborate with *ResponsiveEd Texas* to provide academic and technical instruction to eligible students of *ResponsiveEd Texas* for award of high school credit, college certificate and/or Associate Degree credit (hereinafter "Dual Programs"). If a School District offers dual courses as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.83, then the provisions under Annex A apply.

1. Purpose of Academic Agreement and Incorporation of the Dual Programs Manual

The purpose of this Academic Agreement (hereinafter "Agreement") is to memorialize the terms of the Dual Programs entered into by the Parties, and to outline the roles and responsibilities of each party to comply with all laws, rules, and regulatory guidelines pertaining to the Dual Programs. This Agreement is intended to facilitate cooperation between TSC and the School District in implementing this Dual Programs, and shall be construed to ensure compliance with all applicable state and federal laws and rules by the Parties at all times.

The terms of the TSC Dual Programs Manual (hereinafter "Manual") are hereby incorporated as expressly provided by this Agreement. In addition, applicable terms of the Manual shall apply to the Program to the extent that they do not conflict with the express terms of this Agreement.

2. Goals of the Dual Program

In accordance with the provisions of Texas Education Code, Section 28.009 (b-1) and (b-2), TSC and the *ResponsiveEd Texas* jointly agree to establish and support the following goals for the dual programs, in alignment with the goals established by the State of Texas:

- a. **Goal 1:** TSC and the *ResponsiveEd Texas* will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of the dual programs, including enrollment and fee policies, including the following:
 - i. TSC and the *ResponsiveEd Texas* will collaborate to host information sessions for students and parents concerning dual programs opportunities, benefits and cost.

- ii. TSC and the *ResponsiveEd Texas* agree to maintain the most current information on their respective webpages concerning the dual programs, including enrollment and fee policies.
 - iii. TSC agrees to provide appropriate training to the high school and middle school counselors of the *ResponsiveEd Texas* on all pertinent aspects of the dual programs at least once each academic year.
 - iv. TSC and the *ResponsiveEd Texas* agree to collaborate on the marketing of the dual programs, and to guarantee the proper use of all branding of the other institution in any marketing or promotion of the programs.
 - v. The parties jointly agree to maintain documentation summarizing the collaboration and outreach efforts of TSC and *ResponsiveEd Texas* such that it will be readily available and to post it as appropriate.
- b. **Goal 2:** TSC and the *ResponsiveEd Texas* will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, TSC and the *ResponsiveEd Texas* agree to collaborate to jointly monitor the following quality indicators:
 - i. Analysis of measures for enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
 - ii. Student enrollment in postsecondary education after high school.
 - iii. Time to degree completion.
 - iv. Semester credit hours to degree.
- c. **Goal 3:** TSC and the *ResponsiveEd Texas* will strive to ensure that all dual programs students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
 - i. Analysis of measures for enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
 - ii. Student enrollment in postsecondary education after high school.
 - iii. Time to degree completion.
 - iv. Decrease in excess number of semester credit hours beyond required hours to degree completion.
- d. **Goal 4:** TSC and the *ResponsiveEd Texas* will collaborate to ensure that the quality and rigor of dual programs courses are equivalent to college courses to ensure student success in subsequent courses. In support of this goal, TSC and the *ResponsiveEd Texas* agree to jointly monitor student performance in subsequent course work.

3. Eligible Courses

- a. In accordance with Rule 4.85 of Title 19 of the Texas Administrative Code (TAC), TSC may offer the following types of courses for dual programs:
 - i. Courses that are in TSC's Core Curriculum (available on the TSC website);
 - ii. Courses in an active field of study curriculum (developed by the Texas Higher Education Coordinating Board under Section 61.823) or program

of study curriculum (developed by the Texas Higher Education Coordinating Board under Section 61.8235);

- iii. Career and Technical Education (CTE) courses that apply to any certificate or associate's degree offered by the institution providing credit including: (a) Courses contained in the Workforce Education Course Manual (WECM); and (b) Courses within the following rubrics contained in the Lower Division Academic Course Guide Manual (ACGM): ACCT (Accounting); AGRI (Agriculture); ARCH (Architecture); BCIS (Business Computer Information Systems); BUSI (Business); COSC (Computer Science); CRIJ (Criminal Justice); ENGR (Engineering); HORT (Horticulture);
 - iv. All courses taken by students who are enrolled in approved Early College High Schools with the exception of physical education courses taken by high school students for high school physical education credit; and
 - v. Foreign language courses.
- b. Academic transfer courses must be identified as college-level academic courses in the current edition of the Texas Higher Education Coordinating Board's (THECB) Lower Division Academic Course Guide Manual (ACGM), must be in the approved course inventory of TSC, and must be approved for dual programs by TSC.
- c. Technical dual programs courses must be identified as college-level workforce education courses in the current edition of the Texas Higher Education Coordinating Board's (THECB) Workforce Education Course Manual (WECM), must be in the approved course inventory of TSC, and must be approved for dual programs by TSC.
- d. Neither remedial nor developmental courses can be offered for dual credit.

4. Student Eligibility

- a. Only School District students who meet the applicable eligibility requirements to participate in academic or technical courses that qualify for dual programs from both *ResponsiveEd Texas* and TSC may be enrolled in Dual Programs. Rules governing admissions and eligibility criteria are contained in Section II of the Dual Programs Manual.
- b. Dual programs students may only take courses which are listed in the programs of study for their declared majors, to include any required prerequisites or co-requisites. However, students declared in Associate of Applied Science degree programs may take up to 15 semester credit hours (SCH) of general education courses. Courses must be selected from the following areas and must include at least 3 SCH in each Foundational Component area of the Texas Southmost College core curriculum:
 - i. Humanities/Fine (Creative) Arts
 - ii. Social/Behavioral Sciences
 - iii. Natural Sciences/Mathematics

5. Location of Class and Class Composition

Dual programs courses may be taught on the TSC or *ResponsiveEd Texas* high school campus or online. Dual programs courses taught at the NISD high school campus shall comply with the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter E.

Dual programs courses may consist of dual programs students only or of dual programs and college credit students.

6. Faculty Qualifications, Selection, Supervision, and Evaluation

- a. TSC shall select, supervise, and evaluate instructors of dual programs courses using the same or comparable procedures used for faculty at the main campus.
- b. Dual programs courses may be taught only by a qualified instructor who possesses the credentials and qualifications to teach in the discipline as determined by TSC DBA (Local) policy.
- c. Instructors teaching dual programs courses shall be either:
 - i. Regularly employed TSC faculty members (hereinafter "College Faculty Members"); or
 - ii. Teachers employed by the School District who meet the credentialing and qualification standards established by TSC to select faculty responsible for teaching the equivalent course at the TSC main campus (hereinafter "Dual Programs Adjunct Faculty").
- d. TSC will ensure that all full-time and adjunct College Faculty Members have passed state and national criminal background checks prior to authorizing them to teach dual programs courses.
- e. Dual Programs Adjunct Faculty are expected to comply with responsibilities outlined in Section III of the Dual Programs Manual, as well as the reasonable requests of their respective department chairs.
- f. The School District will allow release time from school district duties in order to allow Dual Programs Adjunct Faculty to attend up to two (2) scheduled professional development days per academic year. The College will reimburse the district for costs associated with arranging substitute teachers to cover instructional time, as necessary.
- g. Dual Program Adjunct Faculty will be evaluated by their respective TSC Department Chairs or Deans a minimum of once per academic year, in the same manner that all TSC faculty are evaluated. Results of the evaluation will be shared with the evaluated instructors and will be provided to the School District upon request.
- h. Initial approval to teach does not guarantee that a Dual Programs Adjunct Faculty member will automatically be approved to teach in subsequent semesters. Approval to teach dual programs courses is subject to the professional discretion of the Department Chair and Divisional Dean responsible for the courses in question.

7. Course Curriculum, Instruction, Grading, and Materials

- a. Designated personnel of each party shall be responsible for monitoring the quality of instruction to assure compliance with this Agreement and all applicable standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Texas Southmost College, and the School District, as applicable.
- b. Each institution is responsible for ensuring the academic integrity of dual programs courses by fulfilling all course requirements and agreements. In compliance with TAC Section 4.85(f), TSC shall ensure that a dual programs course and the corresponding course offered at the TSC campus are equivalent with respect to curriculum, instruction, and method/rigor of student evaluation.
- c. Dual Programs Adjunct Faculty are expected to adhere to the departmentally-approved syllabus for each dual programs course taught to ensure that the course taught for dual programs is the same as that offered on the TSC main campus.
- d. Textbooks must be college-level texts approved by TSC prior to use. College-approved textbooks purchased by the School District may be used for a minimum of three (3) years from the date of initial purchase. Textbooks required for a dual programs course may not be shared among multiple students, and students must be allowed to use them both in and out of class, as would any College student studying at the TSC main campus.
- e. All instructors teaching dual programs courses must adhere to the grading system published in the TSC Catalog when assigning course grades in the TSC Online system.
- f. The provisions of Section III of the Manual, Instruction, include additional applicable provisions that will apply to course curriculum, instruction, grading and materials for each class taught.

8. Enrollment Including Admissions and Registrations

The School District will designate a person who shall be responsible on its behalf for the coordinating and tracking of students' admission applications and requirements, as well as registration procedures, to ensure that admission and registration occur in accordance with the established deadlines set forth by TSC. The individual will collaborate with TSC's High School Programs and Services Office on all issues regarding admissions, enrollment, monitoring, withdrawals, grading, and reporting.

9. Awarding of Credit and Student Withdrawals

- a. College credit awarded for dual programs courses shall be transcribed upon a student's completion of the course/s in which the student is enrolled each semester.
- b. Additions, drops, and withdrawals for dual programs courses will be processed using the guidelines set forth in Section II of the Dual Programs Manual and by the applicable date published in the academic course schedule for the semester.

10. Provision of Student Learning and Support Services

- a. Dual programs students will be given access to the same academic and support services and resources as are available to other TSC students enrolled in corresponding courses on the TSC campus. Students must provide student ID to access on campus services and use TSC issued credential for online services.
- b. A brief description of the academic support and guidance available to dual programs students follows:
 - i. Academic Advising: Dual programs students may arrange to meet with a College Transition Coach virtually, on campus, and/or designated high school campus for information regarding various programs of study.
 - ii. Counseling: Confidential counseling with a full-time licensed professional counselor is available by appointment to dual programs students virtually or on campus.
 - iii. Tutoring Services: Dual programs students have access to tutoring: (a) face-to-face with TSC peer tutors and (b) 24/7 online tutoring via an online tutoring platform. In addition to tutoring services, dual programs students also have access on campus to computers, calculators, charging stations, study rooms, and printing services.
 - iv. Library Resources: Dual programs students have full access to the TSC Digital Library via <https://www.tsc.edu/library/>. This web page provides access to thousands of scholarly journals and e-books, all available to the TSC community 24/7 from any location worldwide. There is also a physical location on campus for library resources which offers computers for student and faculty use, group and quiet study, printing, research assistance, technical aid and more.

11. Funding Provisions

- a. In order to make the attainment of college credit as accessible as possible for students and their families, tuition and lab fees, as applicable, for all School District students who are accepted for enrollment in Dual Programs will be waived by TSC.
- b. The School District will be responsible for the following non-course based fees:
 - i. Fees for liability insurance required by certain programs, as identified in the Dual Programs Manual (refer to Fee Schedule in Appendix x).
 - ii. Testing fees for certain national and state-level industry certification exams (e.g., ASE, ICAR, EPA, etc.) embedded in Career and Technology courses (refer to Fee Schedule in Appendix x).
 - iii. Instructor fees when TSC provides the faculty for the dual programs course (refer to Fee Schedule in Appendix x).
 - iv. Mileage reimbursement paid to a TSC Instructor who travels to the designated high school to teach dual programs course(s) (based on GSA mileage rate).

- v. The cost of supplying all textbooks and instructional supplies required for use in dual credit courses will be the responsibility of the School District
 - vi. Lab consumables required for use in a dual programs course will be the responsibility of the School District when the dual programs course/lab is offered on the TSC campus.
 - vii. Commencement expenses such as stoles, and other memorabilia requested by the *ResponsiveEd Texas*.
- c. TSC will be responsible for the following costs:
- i. Unless otherwise agreed in writing and signed by both parties, TSC will pay a stipend of \$600 per lecture class section and \$200 per lab section taught by a *ResponsiveEd Texas* Dual Programs Adjunct Faculty member for class sections that meet the minimum enrollment levels set forth in Section III of the Manual. Enrollment levels shall be determined using the class enrollment as of the applicable TSC Census Date.
 - ii. TSC shall be responsible for payment of all TSC College Faculty Members who teach a dual programs course.
- d. 30 days prior to the start of each semester, the Parties shall agree in writing as to:
- i. If an instructor is or is not available to teach each dual programs class section during each semester offered as a Dual Programs course pursuant to this Agreement, and
 - ii. Any additional expenses to be assumed by the *ResponsiveEd Texas* for any class section to be taught for that semester.

12. Academic Policies

All academic policies applicable to TSC courses apply to dual programs courses.

13. Family Educational Rights and Privacy Act and Nondiscrimination

For the purpose of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSC hereby designates the School District as a college official with a legitimate educational interest in the educational records of the Students who participate in the Dual Programs to the extent that access to the records are required by the designated personnel at the School District to carry out the Program; and the School District hereby designates TSC as a school official with a legitimate educational interest in all educational records of the Students who participate in the Dual Programs to the extent that access to the records are required by the designated personnel at TSC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

The School District and TSC commit to fostering a diverse environment that is free from discrimination. Neither shall discriminate against any individual on the basis of race, color, sex, pregnancy, religion, national origin, citizenship status, disability, age, marital status, gender, gender identity or expression, sexual orientation, veteran or military status (including disabled veterans, Vietnam-era veterans or recently separated veterans), predisposing genetic characteristics, domestic violence victim status, or any other protected category under applicable local, state and federal laws, including protections for those opposing discrimination or participating in any

of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as well as TSC policies. The parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or TSC or School District policies.

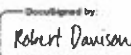
The School District agrees that, during the performance of this agreement, students (and employees) shall not be subjected to any form of discrimination based on sex and, any complaint based on sexual discrimination, including but not limited to sexual harassment, shall immediately be reported to the head of the department and the TSC Title IX Director. Students may submit complaints online via the college website or through their instructor, counselor, or administrator.

14. Term, Effective Date and Termination

The effective date of this Agreement is August 1, 2024. This Agreement shall continue from year to year unless: federal or state regulations necessitate a change, or either party provides the other with at least sixty (60) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate on (a) the sixtieth day after the notice is received at the end of such sixty (60) days; or (b) the date on which all students enrolled in dual credit courses at the time that such notice is given have completed those dual credit courses, whichever event occurs last.

15. Signatures

The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signature appear below and their assignees. Any changes in this Agreement must be in writing and signed by both Parties.

 <u>Jesus Rodriguez (Sep 25, 2024 16:21 CDT)</u> Signature Dr. Jesus Roberto Rodriguez President Texas Southmost College <u>09/25/2024</u> Date	 <u>Robert Davison</u> Signature Robert Davison COO ResponsiveEd Texas <u>9/18/2024</u> Date	
 <u>Signature</u> Dr. Christian Cutter Chief Academic Officer ResponsiveEd Texas <u>9/16/2024</u> Date	 <u>Signature</u> Jared Olivarez CCMR Director ResponsiveEd Texas <u>9/16/2024</u> Date	 <u>Signature</u> Lindsey Gordon General Counsel ResponsiveEd Texas <u>9/16/2024</u> Date