

## ACADEMIC AGREEMENT

### For the Award of Dual Credit between

Texas Southmost College  
and

Santa Maria Independent School District

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 *Santa Maria Independent School District (SMISD)* (hereinafter "School District"), hereby enter into a partnership in which TSC agrees to collaborate with SMISD to provide academic and technical instruction to eligible students of the Santa Maria School District for immediate award of both college and high school credit (hereinafter "Dual Credit Program"). If a School District offers dual credit 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 Credit Manual

The purpose of this Academic Agreement (hereinafter "Agreement") is to memorialize the terms of the Dual Credit Program 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 Credit Program. This Agreement is intended to facilitate cooperation between TSC and the School District in implementing this Dual Credit Program, and shall be construed to ensure compliance with all applicable state laws and rules by the Parties at all times.

The terms of the TSC Dual Credit 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 Credit Program

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

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

- ii. TSC and the SMISD agree to maintain the most current information on their respective webpages concerning the dual credit program, including enrollment and fee policies.
  - iii. TSC agrees to provide appropriate training to the high school and middle school counselors of the SMISD on all pertinent aspects of the dual credit program at least once each academic year.
  - iv. TSC and the SMISD agree to collaborate on the marketing of the dual credit program, and to guarantee the proper use of all branding of the other institution in any marketing or promotion of the program.
  - v. The parties jointly agree to maintain documentation summarizing the collaboration and outreach efforts of TSC and SMISD such that it will be readily available and to post it as appropriate.
- b. **Goal 2:** TSC and the SMISD will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, TSC and the SMISD 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 SMISD will strive to ensure that all dual credit 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 SMISD will collaborate to ensure that the quality and rigor of dual credit courses are sufficient to ensure student success in subsequent courses. In support of this goal, TSC and the SMISD 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 credit:
  - 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); ENGT (Engineering Technology); FORE (Forestry); FORS (Forensic Science); HORT (Horticulture); RNSG (Nursing);
  - 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 credit by TSC.
  - c. Technical dual credit 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 credit by TSC.
  - d. Neither remedial nor developmental courses may be offered for dual credit.
  - e. A course equivalency crosswalk listing the course prerequisites, class capacities and the number of credits that may be earned for each course completed is provided in Appendix B to this agreement.

#### **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 credit from both the Santa Maria School District and TSC may be enrolled in Dual Credit Programs. Rules governing admissions and eligibility criteria are contained in Section II of the Dual Credit Manual.
- b. Dual credit students may only take courses for dual credit which are listed in the programs of study for their declared majors, to include any required prerequisites or co-requisites. However, students declared in certificate programs for career and technology education programs may take up to 15 semester credit hours (SCH) of academic transfer courses in addition to their CTE courses, as follows:
  - i. English Composition I,

- ii. a Mathematics/Natural Science elective course,
- iii. a Social/Behavioral Science elective course,
- iv. a Humanities/Creative Arts elective, and
- v. an elective course in Speech.

## **5. Location of Class and Class Composition**

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

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

## **6. Faculty Qualifications, Selection, Supervision, and Evaluation**

- a. TSC shall select, supervise, and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus.
- b. Dual credit courses may be taught only by a qualified instructor who possesses the credentials and qualifications to teach in the discipline as determined by TSC policy DBA (Local).
- c. Instructors teaching dual credit 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 same credentialing and qualification standards used by TSC to select faculty responsible for teaching the equivalent course at the TSC main campus (hereinafter "Dual Credit 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 credit courses.
- e. Dual Credit Adjunct Faculty are expected to comply with responsibilities outlined in Section III of the Dual Credit 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 Credit 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 Credit 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 Credit Adjunct Faculty member will automatically be approved to teach in subsequent semesters. Approval to teach dual credit courses is subject to the professional discretion of the Department Chair 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 credit courses by fulfilling all course requirements and agreements. In compliance with TAC Section 4.85(f), TSC shall ensure that a dual credit 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 Credit Adjunct Faculty are expected to adhere to the departmentally-approved syllabus for each dual credit course taught to ensure that the course taught for dual credit 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 credit 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 credit courses must adhere to the grading system published in the TSC Catalog when assigning course grades in the TSC Online system. TSC will provide associated numerical grades to School Districts for the purposes of class ranking calculations, on request.
- 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 credit 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 credit courses will be processed using the guidelines set forth in Section II of the Dual Credit 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 credit 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.
- b. A brief description of the academic support and guidance available to dual credit students follows:
  - i. Academic Advising: Dual credit students may arrange to meet with an academic advisor virtually or on campus at the Oliveira Student Services Center for specific information regarding various programs of study.
  - ii. Counseling: Confidential counseling with a full-time licensed professional counselor is available by appointment to dual credit students virtually or on campus at the TSC's Lightner Center.
  - iii. Tutoring Services: Dual credit students have access to tutoring: (a) face-to-face with TSC peer tutors and (b) 24/7 online tutoring via the Brainfuse online tutoring platform. TSC peer tutors are trained and certified according to the College Reading and Learning Association's International Tutor Training Program, ensuring excellent service for dual credit students. Face-to-face and online tutors assist students with a variety of topics, including Composition, College Algebra, Anatomy and Physiology, Government, and Psychology, to name a few. Tutors can also help students develop good study skills, so they may have the tools and strategies necessary to be independent learners. In addition to tutoring services, dual credit students also have access on campus to computers, calculators, charging stations, study rooms, and printing services.
  - iv. Library Resources: Dual credit students have full access to the TSC Digital Library located on the TSC campus. The Digital Library offers computers for student and faculty use, group and quiet study, printing, research assistance, technical aid and more. The Library web page provides access to thousands of scholarly journals and e-books, all available to the TSC community 24/7 from any location worldwide.

In addition, TSC continues to offer shared library services with the University of Texas Rio Grande Valley (UTRGV). The UTRGV Library staff is available to all dual credit students via chat, phone, email or in person at any of the three library buildings on the UTRGV campuses. The UTRGV shared library offers access to more than 538,371 circulating

books; 9,824 audio/visual items, including CDs, DVDs, and LPs; over an estimated one million items in the archives and special collections; and a thousand individually purchased periodical titles in print, microfilm, and online.

## **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 Credit Programs will be waived by TSC.
- b. The School District will be responsible for the following non-course based fees:
  - i. A non-refundable \$5.00 Records Fee payable by the School District to TSC.
  - ii. Fees for liability insurance required by certain programs, as identified in the Dual Credit Manual.
  - iii. Testing fees for certain national and state-level industry certification exams (e.g., ASE, ICAR, EPA, etc.) embedded in Career and Technology courses, as identified in the Dual Credit Manual.
  - iv. A Distance Education Fee for courses taught via teleconference, videoconference or other distance learning technology.
- c. The cost of supplying all textbooks and instructional supplies required for use in dual credit courses will be the responsibility of the School District.
- d. 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 Dual Credit 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.
- e. TSC shall be responsible for payment of all College Faculty Members who teach a dual credit course. However, the school district is responsible for reimbursing TSC for all costs (e.g., adjunct fees and mileage reimbursement) paid to College Faculty Members who teach dual credit courses or provide other services as provided in Section III of the Dual Credit Manual.
- f. 30 days prior to each semester, the Parties shall agree in writing as to:
  - i. The instructors who will teach each dual credit class section during each semester offered as a Dual Credit Program course pursuant to this Agreement, and
  - ii. Any additional expenses to be assumed by either party for any class section to be taught for that semester.

## **12. Academic Policies**

All academic policies applicable to courses taught at TSC shall also apply to dual credit courses. One exception involves Student Academic Standing; TSC's policy on Satisfactory Academic Progress shall not apply to Dual Credit Program students until they matriculate to TSC as a regular full-time or part-time student.

**13. Family Educational Rights and Privacy Act**

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 Credit Program to the extent that access to the records are required by 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 Credit Program to the extent that access to the records are required by TSC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

**14. Term, Effective Date and Termination**

The effective date of this Agreement is May 3, 2021. 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.

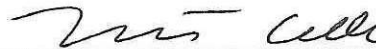


Signature

Dr. Jesus Roberto Rodriguez  
President  
Texas Southmost College

06/15/2021

Date



Signature

Mr. Martin Cuellar  
Superintendent  
Santa Maria Independent School District

5-3-21

Date