PARTNERSHIP AGREEMENT
BETWEEN
HOUSTON CITY COLLEGE AND
GATEWAY AMERICA PREP FOR
COLLEGE CONNECTIONS PROJECT/ STUDENT DATA SHARING/ DUAL CREDIT COURSES/HB5 COLLEGE PREP MATH AND ENGLISH COURSES/ /EARLY COLLEGE HIGH SCHOOL/ MIDDLE COLLEGE HIGH SCHOOL

This Partnership Agreement ("PARENT AGREEMENT") is entered into by and between Houston City College System ("HCC"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, 77002, and the **GATEWAY AMERICA PREP** ("GATEWAY AMERICA PREP"), a political subdivision of the State of Texas and independent school district, whose main office address is, GATEWAY AMERICA PREP, 841 E US 90 ALT, Richmond, TX 77406 (individually, "Party" and collectively, "Parties"), effective upon full and complete execution.

RECITALS

WHEREAS, HCC and GATEWAY AMERICA PREP desire and agree to partner to offer dual credit classes, college prep classes, early college programs, and share student data and facilitate post-secondary matriculation;

WHEREAS, the purpose of this Agreement is to describe the entire relationship between the Parties including the benefits each may receive;

WHEREAS, the Parties intend to comply with applicable laws, including Chapter 54 of the Texas Education Code and Senate Bill 1004 (84R), codified at Texas Education Code Chapter 130 and Section 29.402 through this PARENT AGREEMENT;

WHEREAS, HCC is one of the community colleges in the Houston region providing dual credit programs for the benefit of GATEWAY AMERICA PREP students who will have more opportunities to earn college credit and career training;

WHEREAS, the Parties desire and agree to additionally implement "College Connections Project" (outlined in Exhibit A) on a mutually agreeable schedule to streamline the application and enrollment process for high school students for the purpose of increasing the number of GATEWAY AMERICA PREP graduates who enroll at HCC; and

WHEREAS, the Parties find that it is within their mission and purpose to enter into such a partnership;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCC and GATEWAY AMERICA PREP, agree as follows:

SECTION 1: TERMS AND CONDITIONS

1. Scope of Agreement

The Parties shall partner to provide the courses and programs in accordance with the general obligations and responsibilities of each party attached hereto and incorporated herein for all purposes and made part of this Agreement:

Exhibit A: College Connections Project (Exhibits A-1, A-2 and A-3)

And optional programs:
Exhibit B: College Prep Math and College Prep English Courses (HB5)
Exhibit C: Early College High School and P-Tech Program
Exhibit D: Middle College High School
Exhibit E: SACSCOC The Principles of Accreditation: Foundation for Quality Enhancement

2. Term and Termination

The period of this Agreement shall be in effect from August 1, 2025, until July 31, 2028 ("Term") unless renewed or earlier terminated, with the Effective Date being the date August 1, 2025, This Agreement cycle, which begins prior to the 2025-2026 academic year, is intended by the Parties to allow planning to take place in advance of the academic years contemplated by this Agreement, Either Party may terminate this Agreement with or without cause upon one-hundred and twenty (120) days prior written notice to the other Party. In the event of such termination, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the then current term. No termination as provided above however, shall be effective with regard to Students currently enrolled in courses under this Partnership Agreement until such students are allowed to complete the semester in which the Student is currently enrolled and the Parties collaborate to complete any applicable completion of program ("teach out") required by accreditation bodies such as the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

3. Principles for Partnership

In furtherance of the objectives of this partnership, the Parties acknowledge the following principles:

A. Establishment of a full and equal partnership between HCC and GATEWAY AMERICA PREP that allows flexible and creative responses to the organizational, mission, and fiscal needs of both institutions.

B. Collaboration in planning, implementation, and continuous improvement of programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.

C. Provision of college readiness and dual credit courses for qualified students.

D. Inclusion of personal/civic development programs that provide service teaming and other external learning experiences for all students.

E. Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and on a cost-neutral basis for both parties.

F. Shared use of facilities, including designated classrooms, labs, offices, restrooms and libraries that reduce operating costs and promotes collaboration of students, faculty, staff, and community members in the program success.

4. Program Commitments

The fields of study, also called "programs," covered under this Agreement include Dual Credit courses, College Prep Math and College Prep English courses (HB5), and Early and Middle College High School programs, P-TECH, and College Connections Project ("programs"). This Parent Agreement will also cover the transferring and sharing of student data between the Parties in support of these programs.

The Parties commit to:

A. 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.

B. Assist high school students in the successful transition to and acceleration through postsecondary education.

C. Ensure 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.

D. Maintain quality and rigor of dual credit course to ensure student success in subsequent courses.

E. Collaborate in the design and execution of challenging and innovative instructional programs (including Early College, Middle College, P-TECH, Dual Credit, and College Prep Math and College Prep English courses) and collaborate to resolve any disputes about the implementation of these programs, including involving appropriate district and HCC leadership.

F. Comply with all applicable guidelines, standards and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools (SACSCOC), and the Texas Education Agency (TEA).

G. GATEWAY AMERICA PREP will inform and collaborate with HCC during the application and implementation process of related grants that commit/depend on and encumber HCC Resources in the grant application. GATEWAY AMERICA PREP will provide and request HCC signature within reasonable time of at least two weeks.

H. Schedule classes in support of these programs at a GATEWAY AMERICA PREP or HCC facility.

I. Recruit eligible students for academic or workforce programs.

J. Evaluate the programs and share student data in order to track and evaluate student progress and program successes.

K. Market the partnership to the parents of students enrolled in the GATEWAY AMERICA PREP.

5. Understanding of the Parties

A. Nothing in this Agreement is to be construed as transferring any legally non-delegable responsibility or any responsibility not specifically described in this Agreement from one party to the other.

B. **The College offers tuition waivers or discounted tuition to students in dual credit programs. In the 2025-2026 school year, fiscal year 2025, starting September 1, 2025, the College will waive in-district tuition for students participating in the Early College High School Program and charge a flat per course fee for out-of-district tuition, or any other cost or fee approved by the College's Board of Trustees and clearly communicated to GATEWAY AMERICA PREP prior to each school year. For the 2025-2026 school year, the per course fee will be $65. In a manner consistent with the law and Board policy, costs and fees will be set each school year by the College's Board of Trustees and may change during the term of this agreement. Each district may choose to cover the per course tuition fee for their out of district students.**

C. Each party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (ADA), as amended; applicable provisions of the Texas Education Code and Texas Government Code; and applicable HCC policies and procedures.

i. **The parties agree to collaborate and develop a written, specific plan to uniformly implement existing compliant ADA practices. The language of the plan shall be developed, finalized and implemented into this agreement via an addendum signed by both parties. Until an ADA addendum is finalized and fully executed, the parties will, during the interim period, collaborate to implement best practices to comply with all aspects of the ADA.**

D. Subject to the applicable laws and to the regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.

E. In the event that a GATEWAY AMERICA PREP student engages in conduct that would result in disciplinary action in accordance with HCC Student Code of Conduct, HCC agrees to inform the GATEWAY AMERICA PREP of the violation. However, HCC shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of HCC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of HCC.

F. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the parties agree that the public safety departments from both HCC and GATEWAY AMERICA PREP will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within ninety (90) days of both parties executing the Agreement.

<u>GATEWAY AMERICA PREP Responsibilities</u>

A. Course Schedule: GATEWAY AMERICA PREP shall provide a complete course schedule for requested dual credit courses a minimum of sixty (60) days prior to the start of the semester.

B. Monthly Campus Pathway Fairs: GATEWAY AMERICA PREP will allow routine access to students solely for informing students about academic and career pathways, financial aid coaching, and other topics related to transition to college.

C. Career advising: GATEWAY AMERICA PREP will provide support for HCC advisors, such as office space and access to the internet. GATEWAY AMERICA PREP will also provide support to students enrolling in post-secondary education.

D. Provide instructional materials, including textbooks and other instructional resources (lab materials, online access), necessary for operation of the programs (7) seven business days prior to the commencement of classes – assuming this information is made available to GATEWAY AMERICA PREP administrators.

E. Faculty are required to use the materials assigned by their department when providing instruction to dual credit students. Students may not earn college credit if faculty fail to use departmental required adopted materials. For courses using Inclusive Access digital course materials, the school district shall pay HCC for use. Upon receipt of invoice for Inclusive Access course materials, school districts are required to remit payment within 45 days of the date of the invoice. Failure to submit payment may result in the suspension of Inclusive Access digital course materials for the upcoming semester or academic year.

F. Ensure dual credit courses held at the GATEWAY AMERICA PREP meet the contact hours required, are properly documented in HCC's software as then utilized (PeopleSoft), and that extracurricular activities do not interfere with students completing the required contact hours.

i. Embedded Faculty:

1. Be credentialed and hired at the sole discretion of HCC.

2. Provide students the course syllabus on the first day of class.

3. Maintain college-level rigor of the course.

4. Follow the curriculum provided by HCC.

ii. Alert the department chair as soon as is possible if there is an issue with equipment or textbooks.

iii. Follow the protocol for communicating with the department chair on any grading or student conduct items as defined in the HCC Faculty Handbook.

iv. Submit Rosters and Grades on time. Failure to do so will result in the following consequences:

1. The first time it happens, the instructor will receive a warning.

2. The second time it happens, the instructor will finish the current semester but will no longer teach college courses taught for dual credit.

v. Check rosters daily to ensure all students in the class are on the college roster and report any discrepancies immediately to the assigned P-16 Director.

vi. Maintain communication with the department chair throughout the semester.

vii. Attend trainings provided by HCC's P-16 office and HCC.

viii. Complete all mandated online trainings by the due date. Failure to do so will result in not being rehired to teach a dual credit course.

ix. Communicate with dual credit students through HCC email or HCC's CANVAS portal only, and ensure that students are communicated with in a timely way.

x. Must attend the annual Dual Credit Institute for Teaching and Learning.

xi. Must attend the adjunct faculty meeting at the beginning of each semester. (Two options will be offered, and faculty must attend one of the two meetings.)

xii. Provide adequate technology and space for faculty and students, including login information for district computers, dry erase boards, appropriate ID badges, adequate seating, space for accommodated testing and the provision of other accommodations, appropriate bandwidth, and access for students to required testing software.

G. Mandatory Orientation: As HCC students, dual credit students will complete mandatory orientation as part of their enrollment process. Both entities will collaborate to ensure that these orientations are offered in the modality most helpful to the students.

H. GATEWAY AMERICA PREP will implement College Connections pre-registration program at all schools (See Exhibit A).

I. Provide an authorized adult to ensure adequate: supervision of minor students while on HCC campuses and/or notify HCC campus personnel when a class is canceled or dismissed early.

J. Ensure that students are provided with HCC schedules and understand appropriate course attendance requirements.

K. Ensure that students are prepared to adhere to the HCC Student Code of Conduct. Both entities will collaborate to ensure that students are meeting clearly communicated behavioral expectations and that any behavioral consequences are appropriately applied. If students fail to meet the standards of the HCC Student Code of Conduct, information regarding disciplinary infractions will be shared by the entities as a necessary component of achieving educational progress for other students.

L. Ensure that courses are conducted as HCC courses, adhering to SACSCOC standards.

HCC Responsibilities

A. Provide the course schedule as requested by GATEWAY AMERICA PREP while also maintaining consistent dual credit student paperwork and on-boarding practices across all campuses.

B. Keep up-to-date a list of applicable textbooks on an easily accessed website in partnership with HCC's third party bookstore vendor and provide timely information regarding inclusive access and Open Educational Resource (OER) options for courses, ensuring that textbook selections are not changed within 45 days of the beginning of each course. Inclusive access/OER options may be provided by HCC.

C. Collaborate with district staff, including procurement teams, in acquisition of appropriate student textbooks and other course learning materials.

D. Credential and hire qualified faculty to teach dual credit courses.

E. Provide adjunct training as needs are identified.

F. Compensate Embedded Faculty directly or distribute funds to the school districts based on the number of courses and enrollment so the schools may provide stipends to instructors in accordance with HCC's faculty salary rates. If the school district is responsible for making payments to Embedded Faculty, it shall make payments promptly to the Embedded Faculty and in the same amount as distributed by HCC.

G. G. Provide support for teachers in accordance with HCC adjunct policies.

H. Provide support for teachers in accordance with HCC adjunct policies.

I. Implement the College Connections Program.

J. Host Campus Pathways Fairs.

K. Provide HCC staff to assist in building pathways for students.

L. Provide students access to HCC campus tutoring services and the locations and hours these services are available.

M. Will conduct class observations of dual credit faculty at least once per academic year.

N. Ensure that faculty participate in the collection of student data for the purpose of evaluation of student service needs.

O. Will inform dual credit faculty of the dates that HCC will conduct the Student Evaluation of Instruction so that dual credit students are allowed to participate.

P. Will notify GATEWAY AMERICA PREP administrators regarding software updates specific to virtual lecture and test security platforms at least 30 days prior to the start of the semester if at all possible. If not possible, HCC will work with GATEWAY AMERICA PREP administrators to successfully resolve any software issues in a manner that limits any negative impact to students and GATEWAY AMERICA PREP staff.

6. Financial

HCC's requests for reimbursement should be sent to:

GATEWAY AMERICA PREP
Attn: Accounts Payable
841 E. Highway 90A
Richmond, TX 77406
Or
gatewayamericaprep@gmail.com

7. Joint Goals

A. ISD Targets:

i. Complete College Career Military Readiness (CCMR)

ii. Meet TSI criteria

iii. Earn dual course credits: A graduate completes and earns credit for at least three college credit hours in RLA or mathematics or at least nine college credit hours in any subject.

iv. Earn associate degree

v. Earn an IBC; or earn a level I or level II certificate

vi. Enroll at a postsecondary institution immediately following high school

B. College Targets

i. Meet TSI criteria

ii. Students complete 15 (+) hours of dual credit

iii. Students earn associate degree

iv. Students earn a level I or level II certificate

v. Students who have not completed a level I or level II certificate or an associate degree transfer to HCC following graduation

vi. Students who earned an associate degree while in high school transfer to HCC or a university following graduation

8. Insurance

GATEWAY AMERICA PREP shall obtain and maintain in force for the duration of this Agreement and any extensions thereof, at GATEWAY AMERICA PREP's sole expense, all insurance required by state or federal law, including, but not limited to, General Liability Insurance. GATEWAY AMERICA PREP will supply evidence of such insurance to HCC Risk Management or obtain Waiver of Insurance from HCC Risk Management prior to performing services.

The General Liability policy will name HCC as an Additional Insured. Certificates of insurance verifying the foregoing requirements will be provided to HCC prior to commencement of any services under this Agreement. If a policy contains deductible provisions, GATEWAY AMERICA PREP will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against HCC, its agents, employees or representatives.

Type of Coverage	Minimum Limits
1. Commercial General Liability	$1,000,000 per occurrence

The original Verification of Insurance Coverage will be forwarded to:

Physical:
HCC Risk Management
3100 Main St., 4th Floor
Houston, TX 77002
Gwen.drumgoole@hccs.edu

Mailing:
HCC Risk Management
P.O. Box 667517
Houston, TX 77266-7517
Attn: Gwen Drumgoole

GATEWAY AMERICA PREP failure to comply with the requirements of this section shall be considered a breach of this Agreement.

9. Security Protocol

The respective police departments and other required personnel of both parties shall exert due diligence in developing and implementing a written security protocol. Once there is an agreed upon written security protocol, it shall be implemented via an addendum to this Agreement signed by both parties. Until a security protocol addendum is finalized and fully executed, the parties will, during the interim period, collaborate to implement best security practices.

All personnel involved in the implementation of this Agreement will opt into the automatic emergency communications of both entities, such as emergency communication e-mails and/or text messages.

10. EMERGENCY NOTICE

All matters related to emergencies to students and/or staff shall be immediately forwarded to:

HCC:
Chief Timothy Ramirez
3821 Caroline, Houston, Texas 77004
Office: (713) 718-7550
HCC Dispatch: 713-718-8888
timothy.ramirez@hccs.edu

GATEWAY AMERICA PREP:
Shawn Vicknair

GATEWAY AMERICA PREP
841 E. Highway 90A
Richmond, TX 77406
346-843-2680
gatwayamericaprep@gmail.com

11. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GATEWAY AMERICA PREP AGREES TO INDEMNIFY, RELEASE, AND HOLD HCC AND HCC'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY GATEWAY AMERICA PREP AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

12. Criminal History Background Check Requirements

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, HCC hereby certifies that all employees and contractors of the HCC who are hired by HCC on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

HCC shall send or ensure through its usual processes that its employees and contractors send to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

HCC must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review, working with HCC's Talent Relations and Risk Management Teams.

13. Records Retention and Audits

The Parties shall comply with all applicable laws regarding records including but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Texas Public Information Act ("TPIA"), and the Texas Records Retention laws ("RR laws").

All records and reports generated, prepared, assembled, or maintained by GATEWAY AMERICA PREP in relation to this Agreement shall be available for review, inspection, and audit by HCC and its auditors. Copies will be made available upon request and in conformity with FERPA, FOIA, TPIA, and RR laws.

GATEWAY AMERICA PREP understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct and audit or investigation in connection with any state funds distributed in furtherance of this Agreement. GATEWAY AMERICA PREP agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.

14. Confidential and Proprietary Information

The Parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (1) hold the disclosing party's Confidential Information in strict confidence, and (2) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (3) use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply to any portion of a party's confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party, (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such a required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

A. Student Data Sharing between HCC and GATEWAY AMERICA PREP

GATEWAY AMERICA PREP agrees that the data transferred from HCC to GATEWAY AMERICA PREP is and shall remain the sole and exclusive property of HCC. HCC agrees that the data transferred from GATEWAY AMERICA PREP to HCC shall remain the sole and exclusive property of GATEWAY AMERICA PREP. The Parties acknowledge under this Agreement that individually identifiable health information that falls under the

protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either party. Data that is released must be used consistent with the Family Education Rights and Privacy Act ("FERPA"), HIPAA and GATEWAY AMERICA PREP and HCC policies and procedures for managing student education records and other confidential information. GATEWAY AMERICA PREP grants HCC, and HCC grants GATEWAY AMERICA PREP permission to use such data only for the following purpose and for no other purpose: To track current GATEWAY AMERICA PREP students who earned credit in a dual credit course, or have graduated or completed a sequence of courses leading to certification, FAST certification, licensure or an Associate Degree from HCC while maintaining dual enrollment at GATEWAY AMERICA PREP.

i. The scope of the data sharing between HCC and GATEWAY AMERICA PREP addressed in this Agreement is limited to the following:

1. Student Identifier

a. First Name, Last Name, Middle Initial.

b. Social Security Number (SSN), and/or HCC ID# or other student record identifier.

c. Date of Birth (DOB).

2. Semester End Date

3. Dual Credit Course(s) Enrollment Information:

a. Course name;

b. Course ID;

c. Instructional Mode

d. Semester Grade;

e. Semester & Cumulative GPA

f. HCC Program, Plan, and Subplan

g. Associate Degree Earned (Y/N);

h. License Awarded (Y/N);

i. Certification Awarded (Y/N); and

j. If "Yes" to g, h or i, Provide Type and Program Name.

4. Indicators of Student Academic Standing

a. Early Alert

b. Academic Probation/Suspension

c. Dean's List

d. Eligibility for Academic Honors

5. Provide GATEWAY AMERICA PREP with TSIA results of any GATEWAY AMERICA PREP student who tests at HCC, as available.

ii. Data Sharing

A portion of the relevant student data shall be provided by GATEWAY AMERICA PREP to HCC and a portion of the data shall be provided by HCC to GATEWAY AMERICA PREP. The data shall be provided in a password protected secure electronic transfer file.

1. GATEWAY AMERICA PREP will provide:

a. Enrollment information for all students:

(i) First Name, Last Name, Middle Initial;

(ii) Social Security Number (SSN) and/or HCC ID# or other student record identifier;

(iii) Date of Birth (DOB);

b. High School Attendance;

c. Date of High School graduation;

d. Endorsement areas of each student;

e. Special group identification, for example Futures Academy or ECHS; and

f. Cumulative GPAs.

2. HCC will provide persistence data:

a. Student Identifier;

b. Semester Identifier; and

c. Enrolled in credit course this semester (Y/N)

d. Available TSI-A results of students tested from GATEWAY AMERICA PREP, as available.

iii. Confidentiality

GATEWAY AMERICA PREP and HCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Parent Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, GATEWAY AMERICA PREP and HCC shall establish a system of safeguards that shall at minimum include doing the following:

1. GATEWAY AMERICA PREP and HCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by GATEWAY AMERICA PREP and HCC;

2. GATEWAY AMERICA PREP and HCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information;

3. GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;

4. GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which used to process, store, or transmit data provided under the Agreement;

5. GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;

6. GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all

provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to the Agreement;

7. HCC shall return to GATEWAY AMERICA PREP all data or any portions thereof requested by GATEWAY AMERICA PREP or, at GATEWAY AMERICA PREP's election and subject to proper notice to HCC, HCC shall destroy all or any part of GATEWAY AMERICA PREP's data that is within the possession or control of HCC; and

8. HCC shall obtain permission from GATEWAY AMERICA PREP prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.

15. Debarment and Suspension

HCC and GATEWAY AMERICA PREP both certify that each is not presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

16. General Provisions

A. Relationship of the Parties.

It is understood and agreed that HCC is a separate legal entity from GATEWAY AMERICA PREP and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of GATEWAY AMERICA PREP. HCC and its contractors assume full responsibility for the actions of their personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

B. No Personal. Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of HCC or GATEWAY AMERICA PREP, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of HCC or GATEWAY AMERICA PREP. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

C. Notice

Any routine notice not including ***EMERGENCY NOTICES (SEE EMERGENCY NOTICE PROVISION)*** required to be given under the provisions of this Agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Houston City College
Norma Perez, Ph.D.
Chief Academic Officer
3100 Main Street, 12th Floor
Houston, TX 77002

Copy to: Houston City College
Office of the General Counsel
3100 Main Street, 12th Floor
Houston, TX 77002

To: [GATEWAY AMERICA PREP]
Attn: Shawn Vickair
CEO
841 E. Highway 90A
Richmon, TX 77406

Copy to: Tom Miller
High School Liaison
coachmiller@usa.net
841 E. Highway 90A
Richmond, TX 77406

Heidi Vicknair, J.D.
General Counsel
841 E. Highway 90A
Richmond, TX 774063

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

D. No Waiver of Immunity

Neither HCC nor GATEWAY AMERICA PREP waives or relinquishes any immunity of defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

E. Authorization of Contract

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

F. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

G. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

H. Governing Law; Venue

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision), and, for purposes of resolving claims or litigation relating to this Agreement, the parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas.

I. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

J. Complete Understanding

This Agreement shall constitute the complete understanding of HCC and GATEWAY AMERICA PREP, and may not be modified in any manner without the express written consent of both parties and supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties of the Agreement.

By signing the Agreement, both parties affirm that there is no personal or financial conflict of interest between its employees and contractors or their families and the institution.

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

HCC and GATEWAY AMERICA PREP have executed and delivered this Agreement to be effective as of the Effective Date.

SECTION 2: : ELIGIBLE DUAL CREDIT COURSES

Courses offered for dual credit by HCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Texas Higher Education Coordinating Board (THECB) or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the THECB. In addition, S.B. 1004 (84R) allows school districts in Harris County and surrounding counties to contract with any of the 10 community college districts in the region to provide dual credit programs, to the benefit of students who would have expanded choices of programs and more opportunities to earn college credit and career training. The first administration of the TSI Assessment is free to the high school students; however, any subsequent test administrations will be paid per the testing rate. Dual Credit students must meet the same eligibility requirements as any other HCC students. NOTE: Eligibility requirements are subject to change. All HCC students (including Dual Credit Students) must meet TSI requirements or multiple measures eligibility requirements unless an exception applies. Eligibility requirements are found online at: http://www.hccs.edu/TSI

(A) Eligibility

(1) 19 Texas Administrative Code §§ 4.83(3), (10) provides for a continuing education college course to be offered for dual credit if the student (qualified under TAC 9.114 (c)) may earn credit toward satisfaction of a requirement necessary to obtain an industry-recognized credential, certificate, or associate degree:

(a) Is not a degree-seeking student as defined in 19 TAC 4.83(9);

(b) Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth in 19 TAC 4.54;

(c) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative as set forth in 19 TAC 4.57 on relevant section(s) of an assessment instrument approved by the THECB as set forth below and in 19 TAC 4.56 or as currently mandated by the State of Texas and HCC, as outlined at: https://www.hccs.edu/resources-for/current-students/testing-services/texas-success-initiative-tsi--college-readiness-requirement/tsia-exemptions/;

(d) A student that does not meet the requirements of (b-c) (relating to Exemption and Texas Success Initiative Assessment College Readiness

Standards) may enroll in a math or communications College Connect Course offered by HCC.

TYPE OF ASSESSMENT	**Minimum** scores for Reading & Writing based classes e.g., English/History/ Government	**Minimum** scores for Reading, Writing and Math based classes e.g., Economics	**Minimum** scores for Math based classes e.g., College Algebra
ACT (TSI exemption)	40 combined on English & Reading No Composite Score Required	40 combined on English & Reading, 22 or higher on Math No Composite Score Required	22 or higher on Math No Composite Score Required
SAT	480 or higher on Evidence-Based Reading & Writing	480 or higher on Evidence-Based Reading & Writing 530 or higher on Math	530 or higher on Math
STAAR	4000 or higher on Reading and Writing on English III	4000 or higher on Reading and Writing on English III 4000 or higher on Algebra II	4000 or higher on Algebra II
TSI Assessment	945 or higher with Essay 5 – Ready for College-Level English	945 or higher with Essay 5 – Ready for College-Level English 950 or higher on Math	950 or higher on Math

(2) A high school student is eligible to enroll in HCC workforce education dual credit courses as follows:

(a) Level One certificate courses: no testing or end-of-course assessment minimum required.

(b) Level Two certificate courses: for enrollment in Level Two certificate courses, students must demonstrate college readiness in the subject area(s) relevant to the coursework to be attempted. College readiness shall be determined in accordance with state-approved assessments, academic records, or other criteria as defined by applicable institutional and state guidelines.

(c) A student may enroll only in the workforce education dual credit courses for which the student has demonstrated eligibility.

(d) A student who is exempt from taking STAAR end-of-course assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.

(3) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy the eligibility requirements in paragraphs (1) – (3), above of this subsection.

(4) To be eligible for enrollment in an HCC dual credit course, students must meet all of the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.)

(a) Students, other than ECHS or PTECH students, wishing to enroll in more than two dual credit courses per semester at HCC must meet the guidelines established by mutual agreement between HCC and GATEWAY AMERICA PREP, to include HCC's recommendation that any student not part of an early college high school program taking more than two academic classes per semester possess a 3.0 or higher grade point average in their high school coursework.

(b) HCC and GATEWAY AMERICA PREP agree that dual credit students must adhere to HCC's academic probation and suspension policies.

(c) This provision does not apply to students enrolled in approved early college high school programs.

(5) HCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.

(6) Any student wishing to enroll in dual credit courses must have principal or administrator recommendation for consideration to take a dual credit course.

(7) HCC and GATEWAY AMERICA PREP will make a collaborative decision of which dual credit courses will be available for students based on the identified pathway of each student. (See section on SB 1091.)

(B) Location of Class

(1) Dual credit courses may be taught at an HCC campus or at the GATEWAY AMERICA PREP campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, HCC will comply with applicable THECB rules and procedures for offering courses at a distance.

(2) In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically and offered at the discretion of the College.

(C) Composition of Class

Dual credit courses must be composed of dual credit students only or of dual and college credit students in accordance with Southern Association of Schools Commission on College (SACSCOC), classes shall not contain students enrolled for AP high school credit for example. (See section on SACSCOC requirements.)

(D) Faculty Selection, Supervision and Evaluation

(1) HCC shall select or credential recommended GATEWAY AMERICA PREP instructors of dual credit courses. These instructors must be regularly employed faculty members of the college or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at HCC; and

(2) HCC shall supervise and evaluate instructors of dual credit courses annually using the same or comparable procedures used for faculty at HCC.

(E) Course Curriculum, Instruction and Grading

HCC shall ensure that a dual credit course and the corresponding course offered at HCC are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

(F) Funding

(1) Select dual credit classes can include a registration/fees and materials expense that varies by course but will not exceed $3,000,000 over the duration of this agreement. This expense can extend to any student who attends a school in a district that is wholly or partially in the HCCS service area. Dual credit courses will continue to be offered at a reduced flat fee of $65 per course for students who live out of district. The HCC Board reserves the right to change funding structure during its periodic review and approval of waivers without altering funding structure mid-academic year. Compliance with Program Commitments, Principles of Partnership, and Joint Goals outlined in this agreement will be communicated to the HCC Board of Trustees as they review continuation of the dual credit partnership funding.

(2) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.

(3) HCC may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.

(4) This provision does not apply to students enrolled in approved Early College High School programs.

(5) HCC may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

(6) HCC will pay GATEWAY AMERICA PREP in accordance with HCC's compensation structure per completed section of dual credit courses, as invoiced by GATEWAY AMERICA PREP, provided course sections have a minimum of 15 students for Career and Technical Education Courses or 20 students for Academic Transfer courses and which sections enroll up to the maximum of the established HCC capacity limits and do not exceed those limits. Courses with enrollment below the minimum may still take place, based on HCC's discretion; however, the amount paid will be on a per pupil basis. Payment is due 30 days from the invoice date. Funds may only be used for dual credit program expenditures. If the adjunct rate changes, it will be adjusted per the new rate.

(7) If the minimum enrollment is not met and the district decides to run the class, the compensation will be pro-rated based on the student count, with all course enrollment capacities remaining consistent with HCC's established enrollment limits and not exceeding those established course enrollment limits.

(8) Faculty workload will follow HCC standard practices and will not be exceeded without prior express written authorization from HCC.

(9) GATEWAY AMERICA PREP will invoice within 30 days of the withdrawal day.

(G) Academic Policies and Student Support Services

(1) Regular academic policies applicable to courses taught at HCC must also apply to dual credit courses. These policies should include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.; and

(2) Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded to HCC students. HCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e g., library resources), and to other benefits for which the student may be eligible. Disability-related accommodations in a course for which college credit is awarded will be assigned by HCC's Ability Services in accordance with current BCC policies, procedures, and applicable laws that govern the College. Students requesting accommodations are required to self-disclose with the appropriate HCC Ability Services office. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

(H) Transcription of Credit

For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.

(I) Dual Credit Faculty

(1) Embedded Faculty are defined as full-time high school teachers who teach college courses for dual credit during the regular high school day credentialed by HCC and faculty of HCC.

(2) HCC Faculty are professors who work full-time or part-time teaching college courses for dual credit.

HCC will:

(1) Provide curriculum and common assessments as well as identify a textbook.

(2) Ensure that Department Chairs communicate with the dual credit faculty.

(J) TSI Academies

TSI Academies will be planned and offered at schools based on school need. The timing for each Academy will be created based on the time constraints of each school. High School teachers are allowed to teach the TSI Academies since there is no credentialing requirement, other than being a certified English teacher or a certified Math teacher. Transportation for the TSI Academies will be the school's responsibility.

(K) College Credit Program

(1) A dual credit course offered under a college credit program must be:

(a) In the core curriculum of the public institution of higher education providing college credit;

(b) In a career and technical education course;

(c) In a foreign language course.

(2) Early College High Schools are exempt from the limitations listed above.

(3) HCC requires all students to identify a pathway and stay on that pathway unless they work with an advisor to change it. All students must follow one of the above-listed pathways. HCC will not offer courses outside. of the pathway.

(L) SACSCOC

All SACSCOC requirements must be followed by the school district. Section II has all of the approved SACSCOC requirements for the dual credit program. *Please note that the newly adopted statement regarding curriculum states: "Institutions may not offer courses which combine students enrolled in the college course with students who are only receiving high school credit. (Please see the SACSCOC policy "Quality and Integrity of the Undergraduate Degree.") This means that dual credit courses must only have students who are enrolled in the college course.*

HCC will:

(1) Provide updates related to any changes in the SACSCOC policies.

(2) Process requests for substantive changes.

(3) Check the overall school schedule to ensure that the school is not offering 25% or 50% of a program without the proper notification being sent to SACSCOC for approval.

GATEWAY AMERICA PREP will:

(1) Follow all SACSCOC policies and requirements. Any violation puts both the program and HCC at risk.

(2) Work with the P-16 Initiatives Department to establish the schedule and will review the schedule with the P-16 Initiatives Department to ensure the proper SACSCOC notifications occur at the 25% and 50% points of offering a full certificate or degree program.

(3) Allow access to department chairs, associate chairs, deans, or designees to conduct visits at each school location prior to each semester and in the middle of each semester in order to document facilities, materials, and textbooks and to allow HCC to offer support as needed for each program.

(4) Allow access to HCC individuals who arrive to observe dual credit faculty during the school day.

SECTION 3: SACSCOC DUAL ENROLLMENT POLICY STATEMENT

A. For SACSCOC purposes, "dual enrollment" refers to courses taught to high school students for which the students receive both high school credit and college credit, regardless of location or mode of delivery. This would include such coursework offered at the high school, on the institution's campus, or via distance education. This also includes programs and courses that may be offered under different names such as "early college," "dual credit," or "concurrent enrollment." The academic rigor of such coursework matches the quality of other institutional coursework, regardless of location or mode of delivery.

B. Institutions must ensure that their dual enrollment courses and programs comply with *The Principles of Accreditation*. See Exhibit E, *The Principles of Accreditation: Foundations for Quality Enhancement*, published by the Southern Association of Colleges and Schools Commission on Colleges.

C. SACSCOC Principles of Accreditation apply to all such educational programs and services, wherever located or however delivered. In addition, institutions being reviewed should also be prepared to demonstrate clear institutional control over these dual enrollment courses and programs.

D. Applying the Principles of Accreditation to Dual Enrollment

i. With the underlying concept that *The Principles of Accreditation* apply to all programs of the institution, regardless of mode of delivery, institutions should consider the following statements in implementing and reporting on dual enrollment programs. Similarly, reviewers should consider these statements when approving or evaluating dual enrollment programs.

E. Substantive Change

i. An institution offering dual enrollment ensures appropriate notification and prior approval (if needed) of off-campus instructional sites where dual enrollment courses and programs are offered. Another aspect of dual enrollment that may require notification or approval could be the use of a cooperative academic arrangement to deliver courses. (Please refer to SACSCOC Substantive Change Policy and Procedures.)

F. Faculty

i. SACSCOC defines an "instructor of record" as the faculty member qualified to teach the course. This person has overall responsibility for the development and implementation of the syllabus and for issuing grades. With very limited exceptions—particularly in the context of a dual enrollment course taught at a high school—this faculty member will provide direct instruction for the course.

ii. The institution ensures appropriate faculty qualifications for those who provide instruction for dual enrollment courses; these faculty members possess the same academic credentials and/or documented professional experience required by the institution of all of its faculty. Graduate teaching assistants, if they are the instructor of record and providing direct instruction, should meet the same academic and/or professional criteria. In all cases, the institution bears responsibility for documenting and justifying the qualifications of its dual enrollment instructors, and they are included on the Faculty Roster when appropriate for review by a SACSCOC committee. (Please refer to the SACSCOC Resource Manual, Standard 6.2.b, for a broader discussion of faculty qualifications.)

iii. An institution offering dual enrollment courses or programs ensures that a sufficient number of full-time faculty members teach and/or provide appropriate oversight for the courses/programs. Materials submitted for review by SACSCOC explain the nature of faculty oversight that ensures the quality and integrity of the courses offered. The institution has clear criteria for the evaluation of faculty teaching dual enrollment courses and demonstrates the use of these criteria.

G. Curriculum and Instruction

i. For all dual enrollment courses offered, the institution employs sound and acceptable practices for determining the amount and level of credit awarded. Course content and rigor of dual enrollment courses are comparable to that of the same courses taught to the institution's other students. Institutions may not offer courses which combine students enrolled in the college course with students who are only receiving high school credit. (Please see the SACSCOC policy "Quality and Integrity of Educational Credentials.")

ii. GATEWAY AMERICA PREP and HCC agree to collaborate to comply with any changes in SACSCOC's requirements/guidance, including the policy statements attached as Exhibit F, as they are updated, as long as those potential changes do not conflict with any then-existing GATEWAY AMERICA PREP or HCC policy.

iii. The faculty assumes primary responsibility for dual enrollment courses. Such oversight ensures both the rigor of programs/courses and the quality of instruction.

H. Institutional Effectiveness

i. Dual enrollment students are included within the processes used to ensure the effectiveness of campus programs. If dual enrollment students can earn a credential, then that credential and those students should be part of the institutional effectiveness process of the institution. The institution regularly assesses the effectiveness of its provision of library/learning resources and student support services for dual enrollment.

I. Library and Learning Resources

i. Students have access to appropriate library resources, and the institution demonstrates that students are able to us such resources effectively. If the high school is the provider of these materials, the institution establishes the appropriateness of the collections for the courses and programs offered. The institution ensures that its students have access to regular and timely instruction in the use of library and other learning resources.

J. Academic and Student Support Services

i. Academic support services are appropriate for the courses and programs offered. Institutions ensure that dual enrollment students are appropriately advised regarding the collegiate curriculum. Student support services are appropriate for dual enrollment students.

ii. Institutions have an adequate and published procedure for resolving written student complaints, and the institution follows its policies and procedures. The institution ensures that its dual enrolled students are appropriately

oriented regarding their rights and responsibilities. Documented procedures assure that security of personal information is protected.

K. Admissions and Transparency

i. The institution implements appropriate eligibility and placement procedures to ensure that potential dual enrollment students are prepared for college-level courses. Dual enrollment students are usually admitted under exceptions to an institution's published admissions policies, and the institution follows commonly accepted practices in making such exceptions. Advertising, recruiting, and admissions information adequately and accurately represent the programs, requirements, and services available to students.

ii. Statements and other representations regarding the ability to transfer credit earned in dual enrollment programs and courses are accurate and complete. The institution ensures that its registration and transcripting practices for dual enrollment students are consistent with those in effect for all other students

L. Faculties

i. Dual enrollment courses are offered in adequate physical facilities, whether under the control of the institution or under the control of the high school.

SECTION 4: FINANCIAL AID FOR SWIFT TRANSFER (FAST) PROGRAM

A. The Parties have agreed to participate in the Financial Aid for Swift Transfer ("FAST") Program pursuant to Texas Education Code Chapter 28. The FAST Program allows eligible students to enroll at no cost in dual credit courses at HCC.

B. Eligible Students. GATEWAY AMERICA PREP students are Eligible Students if they:

1. Are enrolled in an eligible dual credit course at GATEWAY AMERICA PREP; and

2. Are taking a course offered through this Partnership Agreement from HCC; and

3. Qualified for free/reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

C. Tuition and Fees.

1. Eligible Students shall not be charged any tuition or fees by HCC for the eligible dual credit courses.

2. GATEWAY AMERICA PREP shall provide Eligible Students with all other required books, supplies, and other course materials at no cost to the Eligible Student.

D. Enrollment Verification.

1. GATEWAY AMERICA PREP shall be responsible for determining the eligibility of students for participation in the FAST Program. GATEWAY AMERICA PREP may make the eligibility determination based on its school's records, the agency's records, or any other method authorized by the Texas Higher Education Coordinating Board or Commissioner. GATEWAY AMERICA PREP is responsible for providing HCC with all necessary identification numbers, including TSDS Identifiers, at the time of enrollment. TSDS Identifiers refer to the unique identifiers assigned to each student within the Texas educational system. These numbers shall be provided for all dual credit students, regardless of FAST eligibility.

2. GATEWAY AMERICA PREP shall timely provide student eligibility data as required by law and shall provide HCC with confirmation of eligibility information upon receipt.

3. GATEWAY AMERICA PREP shall certify to HCC that it has provided all needed books, supplies, and other course materials at no cost to the Eligible Student.
    a. GATEWAY AMERICA PREP shall provide HCC with the process by which it will provide the above at no cost, including if any, policies related to electronic books, reimbursements, and book return charges.

4. HCC shall certify to TEA and the THECB Student Eligibility based upon the data provided by GATEWAY AMERICA PREP.

5. Failure of the GATEWAY AMERICA PREP to provide eligibility and/or cost verification to HCC, may result in denial of student enrollment and/or credit.

Exhibits Included:

Please note that all Exhibits applicable to this Agreement are in BOLD

Exhibit A: College Connections Project (Exhibits A-1, A-2 and A-3)

And optional programs:
Exhibit B: College Prep Math and College Prep English Courses (HB5)
Exhibit C: Early College High School and P-Tech Program
Exhibit D: Middle College High School

Exhibit E: SACSCOC The Principles of Accreditation: Foundation for Quality Enhancement

Signature Page to Follow

SIGNATURE PAGE

HOUSTON CITY COLLEGE

By: Margaret Ford Fisher 09/23/2026

Margaret Ford Fisher, Ed.D. Date
Chancellor

GATEWAY AMERICA PREP

By: Tom Miller
Tom Miller (Nov 18, 2025 17:03:00 CST)

Date

Tom Miller

By: Shawn Vicknair
Shawn Vicknair (Nov 18, 2025 17:10:42 CST)

Date

Superintendent of Schools
Shawn Vicknair, CEO

APPROVED AS TO FUNDING/BUSINESS TERMS

By: Shawn Vicknair
Shawn Vicknair (Nov 18, 2025 17:10:42 CST)

Date

Chief Financial Officer

APPROVED AS TO FORM:

By: Shawn Vicknair
Shawn Vicknair (Nov 18, 2025 17:10:42 CST)

Date

General Counsel
Heidi Vicknair, J.D.

Exhibit A

EXHIBIT A
COLLEGE CONNECTIONS PROJECT

TERMS AND CONDITIONS

1. Purpose

The purpose of this partnership is to increase the enrollment, persistence and degree completion of GATEWAY AMERICA PREP graduates at HCC through the shared access to institutional platforms and resources. The objective of this partnership is to remove barriers to access of critical information about students across institutions so that both can provide a continuity of support for GATEWAY AMERICA PREP alumni transitioning to HCC for their post-secondary academic pursuits. To successfully achieve the objective, HCC and GATEWAY AMERICA PREP are partnering to share technological data, and intend to grant each other log-in access and credentials to key platforms with designated representatives from each institution and the consent of their students. Each designated representative will have access to the information related to the students who have granted consent to share their information or students who have been notified about the planned disclosure and who have not objected within a reasonable timeframe. The Parties also explicitly acknowledge that certain third parties acting as agents of the Parties, such as third party researchers gathering data to measure the partnership's success, may be necessary to achieve the project goals. The Parties agree to collaborate to effectuate these purposes, and to make sure that any such agents are aware of and fully subject to the requirements of this agreement. The Parties agree to implement this partnership in accordance with the general obligations and responsibilities of each Party as set out in this Agreement and the Exhibits below, which are hereby incorporated for all purposes and made part of this Agreement:

A. Exhibit B-1: HCC Student Interest Inventory
B. Exhibit B-2: HCC Acceptance Letter
C. Exhibit B-3: GATEWAY AMERICA PREP Automatic Admission FERPA Notification/Consent for Automatic Admission Form

2. Responsibilities of Partnership

In furtherance of the objectives of this partnership, the Parties acknowledge the following responsibilities:

GATEWAY AMERICA PREP commits to:

A. GATEWAY AMERICA PREP agrees to provide designated HCC staff with credentials and access to the ACCUPLACER / Texas Success Initiative Assessment (TSIA) platform;

B. GATEWAY AMERICA PREP agrees to identify and recruit GATEWAY AMERICA PREP students and facilitate their participation in designated HCC programs that support students' transition to HCC;
C. GATEWAY AMERICA PREP agrees to provide designated HCC personnel access to GATEWAY AMERICA PREP campuses and students for program recruitment and enrollment activities, including embedded HCC advisors;
D. GATEWAY AMERICA PREP agrees to use access to any technological resources granted by HCC solely for the purpose of accessing relevant student information for supporting students through the enrollment process and their persistence and completion of their designated programs;
E. GATEWAY AMERICA PREP agrees to provide HCC the necessary student information to allow HCC to match IDs for the purpose of providing GATEWAY AMERICA PREP the HCC ID numbers for GATEWAY AMERICA PREP seniors. HCC will provide the HCC ID number for all GATEWAY AMERICA PREP seniors who have one;
F. GATEWAY AMERICA PREP agrees to provide HCC with parent contact information for seniors and other specified groups of GATEWAY AMERICA PREP students for the purpose of outreach and recruiting by HCC staff for College Connections and other related programs. Contact information will include student name, enrolled high school, parent/guardian name, address, phone number and email;
G. GATEWAY AMERICA PREP agrees to provide HCC names and contact information as requested for GATEWAY AMERICA PREP alumni students not presently enrolled in college for the purpose of outreach and recruiting by HCC staff;
H. GATEWAY AMERICA PREP agrees to coordinate attendance requirements for seniors enrolling in College Connections related programs to allow concurrent high school or advanced enrollment prior to students' graduation date;
I. GATEWAY AMERICA PREP agrees to have all program participants apply to HCC using the ApplyTexas application;
J. GATEWAY AMERICA PREP agrees to have all program participants complete the FERPA consent form, Exhibit C to this Agreement;
K. GATEWAY AMERICA PREP shall provide GATEWAY AMERICA PREP seniors and parents with notice of GATEWAY AMERICA PREP's participation in "College Connections Project." GATEWAY AMERICA PREP shall distribute to GATEWAY AMERICA PREP seniors the "ISD/HCC Student Interest Inventory form as part of the admissions application process;
L. GATEWAY AMERICA PREP agrees to participate in activities, including in-person interviews, designed to evaluate the efficacy of the College Connections program;

M. GATEWAY AMERICA PREP agrees to collaborate with HCC leadership and staff to achieve the goals of this project, and to do so in a manner that is consistent with both parties' policies, procedures, and applicable law.

HCC commits to:

A. HCC agrees to provide designated GATEWAY AMERICA PREP staff with credentials and access to technological resources to access approved and relevant student data applicable to this project;
B. HCC agrees to allow designated GATEWAY AMERICA PREP staff access to space on requested HCC campuses to "office" and provide enhanced support to GATEWAY AMERICA PREP alumni;
C. HCC agrees to allow designated GATEWAY AMERICA PREP staff to attend and participate in professional development opportunities, including training conducted for academic advisors;
D. HCC agrees to use ACCUPLACER access solely for the purpose of accessing students TSIA scores and transferring those scores into the HCC student record;
E. HCC agrees to provide GATEWAY AMERICA PREP with the HCC ID numbers for all GATEWAY AMERICA PREP seniors, subject to the other requirements of this agreement. GATEWAY AMERICA PREP will provide HCC the necessary student information to allow HCC to match IDs for the purpose of providing GATEWAY AMERICA PREP the HCC ID numbers for GATEWAY AMERICA PREP seniors;
F. HCC agrees to provide GATEWAY AMERICA PREP, subject to the other terms of this agreement, with the names and contact information of GATEWAY AMERICA PREP graduates from the last three years who are currently enrolled at HCC, along with relevant enrollment information such as number of credit hours completed, number of credit hours currently enrolled, and academic program enrolled as well as persistence risk indicators like current academic probation status or students at-risk of losing financial aid eligibility due to SAP;
G. HCC agrees to provide GATEWAY AMERICA PREP, subject to the other terms of this agreement, with the names and contact information of GATEWAY AMERICA PREP graduates from the last three years who were at one time enrolled at HCC but who are not currently enrolled (have "stopped-out");
H. HCC agrees to make the necessary accommodations to allow GATEWAY AMERICA PREP seniors to enroll in College Connections related programs prior to the students' high school graduation date;
I. HCC agrees to waive initial TSIA fees for GATEWAY AMERICA PREP students testing in HCC testing centers. Subsequent administrations of the TSIA at HCC testing centers will be subject to existing, standard fee structures;
J. HCC agrees to collaborate in having all program participants complete the FERPA consent form, Exhibit C to this Agreement;

K. HCC agrees to participate in activities, including in-person interviews, designed to evaluate the efficacy of the College Connections program;
L. HCC agrees to collaborate with GATEWAY AMERICA PREP leadership and staff to achieve the goals of this project, and to do so in a manner that is consistent with both parties' policies, procedures, and applicable law.

3. NOTICE: Project Managers

The Project Managers for each party shall be the principal point of contact for each institution regarding " College Connections Project."

HCC
Dr. Matias Garza
Interim, Associate Vice Chancellor, Enrollment Management & Student Success
3100 Main Street
Houston, Texas 77002
P: 713.718.7497

Copy:
Dr. Norma Perez
Chief Academic Officer
3100 Main Street
Houston, Texas 77002
P: 713-718-5042

GATEWAY AMERICA PREP
Tom Miller
HS Liaison
841 E. Highway 90A
Richmond, TX 77406
346-843-2680

Understanding of the Parties

A. Nothing in this Agreement is to be construed as transferring any legally non-delegable responsibility or any responsibility not specifically described in this Agreement from one party to the other Parent Agreement controls any area not specifically addressed within this Exhibit.
B. Subject to the applicable laws and to the regulations of the respective Parties, information, data and reports of cooperative activities carried out under this Agreement may be released by a Party with the consent of the other Party or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.

Exhibit A-1

[GATEWAY AMERICA PREP]/HCC
COLLEGE CONNECTIONS STUDENT INTEREST INVENTORY

In order to better assist you with, HCC would like you to answer a few questions. The responses you provide will be used to learn more about your long-term academic and career goals.

Please check all that apply:

☐ I am currently enrolled at HCC as a Dual Credit student.

☐ I have already completed an application for admission to HCC.

☐ I have taken the TSI exam.

☐ I have completed the federal application for financial aid (FAFSA) for next year.

☐ I plan to attend another institution of higher education upon graduation.

☐ I plan to attend HCC upon graduation.

☐ I plan to take my core courses at HCC then transfer to another institution.

☐ I need help determining my career or educational pathway.

☐ I have already decided on a major/program of study.

☐ I am interested in short-term training programs.

☐ I am interested in participating in club sports and intramural sports.

☐ I am interested in participating in student organizations and student government.

Student Name:_____ School ID:_____

HCC Student ID:_____ Date:_____
(If applicable)

Exhibit A-2

HCC ACCEPTANCE LETTER

[Office of the Chancellor Letterhead]

[HCC LOGO]

Subject: HCC Admission
HCC Student ID:
Dear [student name],

Congratulations, you are accepted!

Welcome and thank you for choosing Houston City College-one of the largest and finest community colleges in the nation.

HCC is committed to the educational success of our students. Whether you choose to transfer to a four-year university, decide to enter the workforce, or earn a degree or certificate, we will provide you the opportunity to acquire the knowledge and skills to be successful in today's technological and global economy.

As a future graduate of GATEWAY AMERICA PREP you will have the unique opportunity to participate in **the College Connections program.** College Connections is a partnership between Houston City College and GATEWAY AMERICA PREP designed to make your transition to college as seamless as possible through an accelerated enrollment and registration process. You and your parent/guardian will be invited to attend a special pre-enrollment event where you will learn more about career options, programs of study, and receive assistance with completing the Federal Application for Federal Student Aid (FAFSA) and initiate the enrollment process.

We look forward to having you in our Eagle community!

Sincerely,
[Insert Chancellor's Signature]

HOUSTON COMMUNITY COLLEGE

EXHIBIT A-3

Authorization to Release Information

FERPA Release Form

HCC & GATEWAY AMERICA PREP COLLEGE CONNECTIONS Program

_____ _____

Student Name (Please Print) Student I.D. Number
(GATEWAY AMERICA PREP)

Dear Student

Participation in the GATEWAY AMERICA PREP-HCC College Connections provides you additional levels of support as you transition from high school into college. This program streamlines your application and enrollment process, allows advisors at both institution to better support your, and gives you priority notice of incredible opportunities, such as summer bridge programs, career fairs, and financial aid workshops.

In order to best support participating students, HCC and GATEWAY AMERICA PREP ask participating students to sign a FERPA Release Form, authorizing the release of his/her educational records to designated GATEWAY AMERICA PREP College Readiness and HCC Admission and Enrollment personnel. The information will only be used for advising, program evaluation, and promotion of educational opportunities.

In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the undersigned student hereby permits GATEWAY AMERICA PREP and Houston City College to disclose the information specified below to the following agencies:

Name:HCC Office of Admission and Enrollment
Name: GATEWAY AMERICA PREP College Readiness Department

If you have any questions about this form, please contact the HCC Office of Admissions at admissions@hccs.edu.

The student authorizing the release of his/her educational records must sign & present this form to the appropriate office with a photo ID to verify authenticity of this release.

Each and every record requested below is to assist in the College Connections program helping with your success. Check the boxes below to indicate which records you wish to make available:

☐ **HCC: All Financial Aid Records** (records include: status of file, award and disbursement of funds information, Satisfactory Academic Progress status, income information, and any other information contained in the application or financial aid file).

☐ **HCC: All Academic/Transcript Records** (records include: transcripts, admission and registration information, schedule documentation contained in the academic records, advising notes, and TSIA scores).

☐ **HCC: Student Account Records** related to holds or any items preventing the student from successfully enrolling at HCC.

☐ **HCC: All College Records**

☐ **HCC: Other** (Please Specify) _____

Please Note: Records for Counseling and services for Students with Disabilities may be considered medical records and are not covered under FERPA rules. A separate release form must be obtained from these departments.

☐ **GATEWAY AMERICA PREP: All Academic/Transcript Records** (records include: TSI, SAT, and ACT test scores, transcripts, admission and schedule documentation contained in the academic records).

☐ **GATEWAY AMERICA PREP: Contact Information (**records include address, email, and phone number).

I understand the information may be released orally or in the form of copies of written records, as preferred by the requester. This authorization will remain in effect from the date it is executed until revoked by me, in writing, and delivered to the Department(s) identified above.

_____

Student Signature (or Parent/Guardian of Student if younger than 18) Date

Data Sharing

The scope of the data sharing between HCC and GATEWAY AMERICA PREP addressed in the following is limited to the following (for students who have signed the relevant FERPA release or who have been made aware of the planned release and have not objected within a reasonable timeframe):

(A) Student Identifier

a. First Name, Last Name, Middle Initial
b. Social Security Number (SSN) or other student record identifier
c. Date of Birth (DOB)
d. Address
e. Grad date
f. Gender
g. Personal email
h. GATEWAY AMERICA PREP ID
i. HCC ID
j. High School
k. Phone number
l. Consent to receive text messages
m. Surveys and inventories completed by the student at GATEWAY AMERICA PREP relevant to student's career interests and plans
n. HS endorsement area

(B) All academic/transcript records

a. transcripts, admission and registration information including all checklist items, schedule documentation contained in the academic records, advisor notes, early alert, TSI scores, financial aid status, cumulative credits completed, degree/credential awarded,
b. Enrollment information including enrollment status, program plan, enrollment intensity, cumulative credits completed, academic progress, disciplinary or other account holds or student financial account information

Confidentiality

GATEWAY AMERICA PREP and HCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, GATEWAY AMERICA PREP and HCC shall establish a system of safeguards that shall at minimum include doing the following:

(a) GATEWAY AMERICA PREP and HCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically- maintained

or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by GATEWAY AMERICA PREP and HCC;

(b) GATEWAY AMERICA PREP and HCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information and complete training as required by each institution;

(c) GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;

(d) GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which used to process, store, or transmit data provided under the Agreement;

(e) GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;

(f) GATEWAY AMERICA PREP and HCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to the Agreement;

(g) HCC shall return to GATEWAY AMERICA PREP all data or any portions thereof requested by GATEWAY AMERICA PREP or, at GATEWAY AMERICA PREP's election and subject to proper notice to HCC, HCC shall destroy all or any part of GATEWAY AMERICA PREP's data that is within the possession or control of HCC;

(h) GATEWAY AMERICA PREP shall return to HCC all data or any portions thereof requested by HCC or, at HCC's election and subject to proper notice to GATEWAY AMERICA PREP, GATEWAY AMERICA PREP shall destroy all or any part of HCC's data that is within the possession or control of GATEWAY AMERICA PREP; and

(i) HCC shall obtain permission from GATEWAY AMERICA PREP, and GATEWAY AMERICA PREP shall obtain permission from HCC, prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.

Exhibit B

College Prep Math and College Prep English Courses (HB5)

HCC and GATEWAY AMERICA PREP agree to collaborate to develop and maintain College Prep Math and College Prep English courses that meet the requirements under Texas Education Code Section 28.014 which states that each school district shall partner with at least one institution of higher education to develop and provide courses in College Preparatory Mathematics and College Preparatory English.

(A) HCC agrees to provide Student Learning Outcomes for the courses being offered, provide syllabi of the courses being offered, and provide the departmental final exams for the courses no later than three weeks prior to the administration of the exams.

(B) HCC agrees to the following for both the Mathematics and Developmental Reading and Writing (INRW) courses:
  (1) To post TSI exemption status for the component area relevant to the HB 5 course(s) passed on the student's official HCC transcript;
  (2) To share data and provide feedback regarding student success on entry level college mathematics and English courses;
  (3) To train advisors to recognize and honor course(s) on school district transcripts;
  (4) To ensure that students are counseled directly into the appropriate college level mathematics, English, and all other courses that require mathematics and English language arts college readiness;
  (5) To provide the Student Learning Outcomes for INRW 0420;
  (6) To provide the types of essays required (expository, persuasive, and literary analysis);
  (7) To provide the final exam for the Integrated Reading and Writing (INRW 0420) course no later than three weeks prior to the administration of the exams.
  (8) In order to receive a TSI exemption, the student must earn at least a grade of C in the College Prep Course.
  (9) Information regarding *accelerated.*

(C) GATEWAY AMERICA PREP agrees to the following for both the Mathematics and English courses:
  (1) To provide highly qualified instructors for the courses being taught;
  (2) To identify students who are not college ready as stated in HB 5;
  (3) To provide professional development and resources required to teach the Mathematics and English courses;

(4) To identify successful completion of the course(s) and students' final exam grades as applicable on the student transcripts as determined by the State of Texas PEIMS number;
(5) To provide curriculum for the course that is consistent with HCC Student Learning Outcomes per the standards established by HCC;
(6) To follow the school district's Grading Expectations and provide information for early alert identification, dean's list identification, academic probation or suspension, and student eligibility for academic honors;
(7) To deny students enrolled in these courses exemptions from HCC final exams;
(8) To ensure that students fill out either an HCC online application or an ApplyTexas.org application; and
(9) To provide assistance with college applications, enrollment and financial aid applications.

(D) GATEWAY AMERICA PREP agrees to the following for the College Preparatory Mathematics courses:
(1) To administer the HCC departmental final exam. Students may not use calculators on the exam;
(2) To provide and utilize Math XL as possible (the use of Math XL is optional so long as all course topics are taught). No calculator may be used by students on the final exam for each student enrolled in the course;
(3) In order for a student to receive TSI exemption in Mathematics at HCC, the student's grade must be a C or above according to GATEWAY AMERICA PREP's grading scale; and
(4) The course(s) will each be posted on the student transcript as independent one-semester courses designated by course name.

(E) GATEWAY AMERICA PREP agrees to the following for the College Preparatory English courses:
(1) To administer the HCC INRW final exam as part of the students' course grade;
(2) To teach and grade the required essays according to the rubrics agreed upon by HCC. (TEA Rubrics for Expository, Persuasive, and Literacy Analysis); and
(3) In order for a student to receive TSI exemption in ELA at HCC, the student's grade for each semester must be at least a C according to GATEWAY AMERICA PREP's grading scale. HCC and GATEWAY AMERICA PREP will attempt to collaborate as much as possible to ensure that the essay grading standards are consistent with those of HCC. There is no essay revision allowed once the final exam and course ends.

(F) GATEWAY AMERICA PREP agrees to the following for both the Mathematics and English courses:

(1) To provide highly qualified instructors for the courses being taught;
(2) To identify students who are not college ready
(3) To attend professional development offered by HCC; and
(4) To provide professional development and resources.

(G) TSI Exemption

The TSI Exemption for high school College Prep courses is now 24 months. A student must enroll in HCC within 24 months of a student's graduation from high school. If the student does not pass the College Prep English and/or the College Prep Math course, the student must be advised of accelerated options. THECB must track and report outcomes to both the school district and the higher education institute.

Exhibit C

Early College High School

Early College High School provides GATEWAY AMERICA PREP students a "seamless" pathway from high school to college and career exploration. It also allows high school students to gradually integrate into college course work through a traditional high school degree plan. This integration requires dual enrollment, with students demonstrating mastery of the knowledge and skills on an HCC designated placement test. Upon successful completion of the GATEWAY AMERICA PREP standards for graduation, students may elect to leave Early College High School for higher education, or they may choose to remain for an additional year. During this additional year, the student will be enrolled primarily in college credit-bearing courses. Individualized support will be provided by the Early College High School. Students who graduate from Early College High School at the end of this additional year will have not only a Texas Scholar diploma, but also may have accumulated 60 college credits, transferable to a post-secondary institution inside the state of Texas.

(A) Duties of College. HCC agrees to:

(1) Collaborate with GATEWAY AMERICA PREP and ECHS officials in participation with a nationally recognized organization which offers professional development, support documentation, research, national/state recognized standards for dual credit programs;
(2) Collaborate with GATEWAY AMERICA PREP and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the partnership;
(3) Collaborate with GATEWAY AMERICA PREP and ECHS officials to fulfill all Texas Education Agency requirements, including to:
    (a) Provide academic support (tutoring) from the Institution of Higher Education ("IHE") partner for the more difficult courses such as ECON 2301, and communicate the tutoring services and schedules to the ECHS;
    (b) Provide TSI preparation courses to support students in college-readiness efforts;
    (c) Have more consistency in the utilization of the Early Alert System to make ECHS aware of failing students;
    (d) Provide a synchronized and user friendly academic plan for students, parents, the IHE and the ECHS academic advisory team;
    (e) Ensure that the academic plan which leads to the associate's degree is also a pathway to the bachelor's degree;
    (f) Permit/ensure ECHS participation in all P-16 meetings;

(g) Ensure approved dual credit courses are available to all Early College students on a continual basis as required to meet graduation requirements for both high school and the college;
(h) Provide academic counseling and guidance for ECHS students by the IHE partner;

(4) Collaborate with GATEWAY AMERICA PREP on the building plans and funding arrangements for the agreed upon shared space by ECHS and HCC;
(5) Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of ECHS including, but not limited to locks, HVAC, plumbing and custodial services; and
(6) Schedule to lock or unlock buildings and rooms so that ECHS personnel have appropriate access to campus and staff.

(B) Duties of High School. GATEWAY AMERICA PREP agrees to:

(1) Collaborate with HCC and ECHS officials in participation with a nationally recognized organization which offers professional development, support documentation, research, national/state recognized standards for dual credit programs with the Middle College National Consortium;
(2) Collaborate with HCC and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the partnership;
(3) Pay all costs associated with HCC's set up of telephone, electronic mail and other telecommunication equipment and services for use of the ECHS students, faculty and staff. Payment is due within 30 days of invoice.;
(4) Provide its own computer equipment, network and software needs, which are compatible with all of HCC's required software and networks;
(5) Abide by HCC rules and regulations regarding building use, security, and students' rights and responsibilities; and
(6) Collaborate with HCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance, including:
(a) The ECHS will post IHE grades to the High School transcript in a timely manner so that no course duplication occurs;
(b) The ECHS will utilize information from the Early Alert System in order to assist students in the class and address the problem/issue which has initiated the alert; and
(c) The ECHS will closely monitor attendance reports to discourage excessive absentees and/or skipping IHE classes.

(C) Expenses Relating to Use of College Facilities

(1) Classrooms, faculty and administrative space:

(a) GATEWAY AMERICA PREP agrees to reimburse HCC for actual costs of utilities, security, and custodial costs on an actual use basis for the ECHS space. Cost to reimburse must be invoiced to GATEWAY AMERICA PREP within 60 days of when they are incurred. Reimbursement will be due within 30 days of invoice;

(b) ECHS shall furnish its own personal property including office equipment to furnish its space. Personal property shall be portable, and not become a fixture by permanently adhering to the same to the floors, ceiling, walls, or the building; and

(c) GATEWAY AMERICA PREP will be responsible for the construction of any expansion of the ECHS space in the future.

(2) Shared Space:

(a) HCC and GATEWAY AMERICA PREP agree to share usage, without cost, of certain rooms, the coordination of which will be the responsibility of GATEWAY AMERICA PREP's Assistant Superintendent, College Readiness, or his designee, and HCC Campus Manager in affiliation with HCC's Associate Vice Chancellor of College Readiness or her designee.

(D) Pathways in Technology Early College High School (P-TECH)

(a) Pathways in Technology Early College High School (P-TECH) is an open enrollment work-based education program available to 9th through 12th grade students that allows students to complete college coursework through dual enrollment. This Early College learning experience will develop partnerships with School Districts, Institutions of Higher Education (IHEs), Business and Industry to develop internships, apprenticeships, and job training, giving students work-based learning opportunities. The P-TECH program will allow students the opportunity to complete an associate degree, post-secondary certificate, or industry certification while completing work-based training and earning a high school diploma.

(b) The P-TECH high school concept is a collaboration between the Texas Education Agency (TEA), Texas Workforce Commission (TWC), and the Texas Higher Education Coordinating Board (THECHB), working together to ensure these common goals:

i. Meeting regional workforce needs
ii. Transferability of courses among Institutions of Higher Education (IHEs)
iii. Internships, apprenticeships, and other work-based education programs

(c) **Relevant Legislation**

i. General Appropriations Act, Article III, Rider 67, 85th Texas Legislature, 2017
ii. Texas Education Code (TEC) §§29.551 -29.557

(d) Reference:

i. Pathways in Early College High School (P-TECH). (February 2019). Retrieved from https://tea.texas.gov/ptech/

Exhibit D

Middle College High School

This agreement is made and entered into by and between Houston City College District (hereinafter HCC) and the **GATEWAY AMERICA PREP** on behalf of Middle College High Schools (MCHS) to be located on the Fraga Campus of HCC Southeast College for the purpose of HCC allowing GATEWAY AMERICA PREP to use HCC premises for conducting high school classes under the following terms and conditions.

The Middle College High School (MCHS) and the Early College High School (ECHS) are variations of an innovation first started at LaGuardia (NY) Community College in 1974. The basic idea is to group a small number of students in a high school located on a college campus. The goals of the school are to reduce the high dropout rates that typically characterize crowded urban schools, better prepare students for college, and attract more students to higher education.

Whereas the ECHS is intended to prepare high school students to complete as many college-level credit hours as possible, up to and including those for the award of an associate's degree, the Middle College High School serves students at a lower academic level, or "graduates within reach." The MCHS is smaller (150 students), has a similar high school staff (principal, faculty, counselor), operate on a college site during "off-peak" hours (e.g., 7am – 5 PM), and has reduced expectations in terms of students' completion of college level hours while students are still in high school.

(A) Scope of Agreement: The scope of the agreement and the parties agree as follows:

(1) **The purpose of this agreement** is to allow the MCHS to use designated areas of the Fraga Campus of HCC- Southeast College for:
   (a) Conducting classes for its high school students;
   (b) Office space for faculty and administrators.

(B) Cost. HCC will charge GATEWAY AMERICA PREP $0.20/per square foot per month for maintenance, housekeeping, and utilities for the space utilized by the MCHS. For example: 7,000 sq. ft. x $0.20 per square foot = $1,400 per month or $14,000 for 10 months.

(C) Principles for Partnership

(1) Establishment of a full and equal partnership between HCC and GATEWAY AMERICA PREP that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions.

(2) Collaboration in planning, implementation, and continuous improvement of MCHS programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
(3) Provision of college readiness and dual credit courses for which MCHS might qualify.
(4) Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
(5) Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully and at a cost-neutral basis for HCC.
(6) Shared use of facilities, including designated classrooms, labs, offices, and libraries that reduce the operating cost and promotes collaboration of students, faculty, staff, and community members in program success.
(7) Selection of students that reflects the diversity of Houston.

(D) Duties of College. HCC agrees to:

(1) Collaboration with GATEWAY AMERICA PREP officials in the design and execution of challenging and innovative instructional programs including college prep, dual credit, and developmental education classes; scheduling of classes; recruitment/admission of eligible students; program evaluation; and marketing of the partnership.
(2) Collaborate with GATEWAY AMERICA PREP to fulfill all requirements of the Texas Education Agency, the Texas Higher Education Coordinating Board, and the Commission on Colleges, Southern Association of Colleges and Schools (SACSCOC).
(3) Collaborate with GATEWAY AMERICA PREP officials to fulfill any grant expectations and seek additional grant dollars in support of the partnership.
(4) Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of MCHS including, but not limited to locks, HVAC, plumbing, and custodial services.
(5) Include the MCHS Principal in College Executive Team meetings as appropriate.
(6) Provide MCHS faculty, staff, and students with college ID cards as appropriate and at no charge.
(7) Provide shared security with GATEWAY AMERICA PREP.
(8) Collaborate with GATEWAY AMERICA PREP officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.

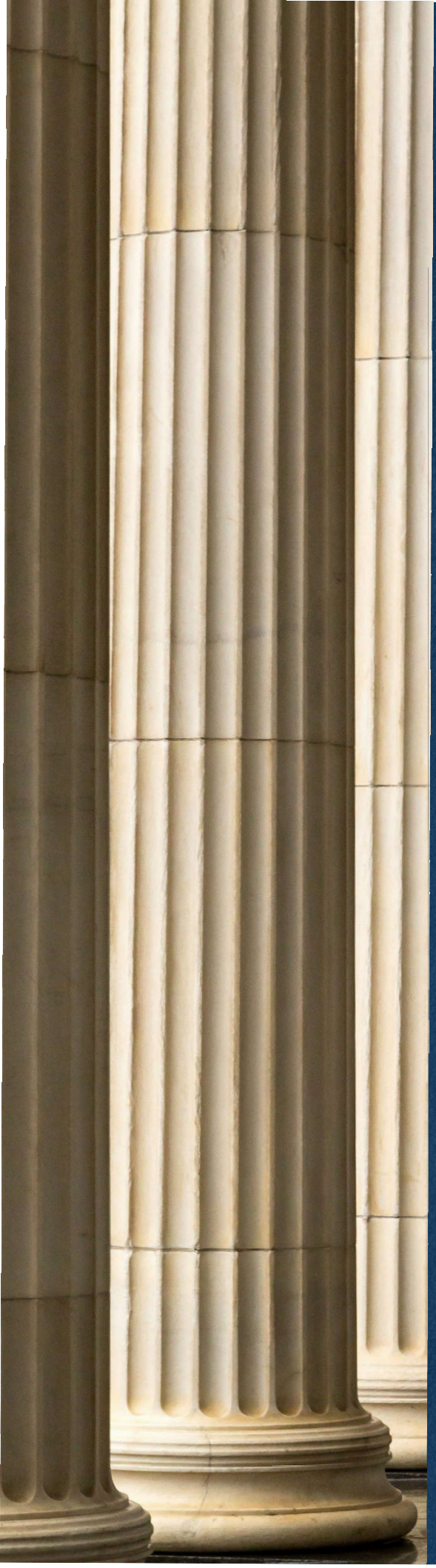
(E) Duties of High School. GATEWAY AMERICA PREP agrees to:

(1) Collaborate with HCC officials in the design and execution of challenging and innovative instructional programs (including early college, dual credit, and developmental education classes); scheduling of classes; recruitment of eligible students; program evaluation; and marketing of the partnership.
(2) Collaborate with HCC officials to enroll students before the date of record.
(3) Collaborate with HCC to fulfill all Partnership Agreements guidelines in the offering of any Dual Credit, college prep, and developmental classes.
(4) Collaborate with HCC to fulfill all requirements of the Texas Education Agency, Texas Higher Education Coordinating Board and Commission on Colleges, Southern Association of Colleges and Schools (SACSCOC).
(5) Collaborate with HCC officials to fulfill any grant expectations and seek additional grant dollars in support of the partnership.
(6) Collaborate with HCC on any plans for use of shared space for the MCHS.
(7) Pay all costs in relation to instructional and student services personnel for operation of the MCHS, including one-half salary for a dedicated "liaison position" to ensure smooth communications between GATEWAY AMERICA PREP and HCC.
(8) Pay all costs associated with the set up and ongoing operation of telephone, electric mail, and other telecommunication equipment and services, electricity, security, and other designated costs of the MCHS.
(9) Pay all costs associated with intentional damage to the building space, such as graffiti or intentionally damaging equipment in the building space.
(10) Provide shared security HCC.
(11) Provide its own computer equipment, network and software needs as well as instructional materials and equipment, including labs.
(12) Allow MCHS Principal to participate in HCC College Executive Team meetings as appropriate.
(13) Abide by HCC rules and regulations regarding building use, security, and students' rights and responsibilities.
(14) Collaborate with HCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.
(15) Collaborate and mutually agree with HCC on students' restricted use of parking. HCC and GATEWAY AMERICA PREP will provide parking fees consistent with the fees charged HCC students and employees.

Exhibit E

SACSCOC The Principles of Accreditation: Foundation for Quality Enhancement

(See the attached document.)



The Principles of Accreditation:

Foundations for Quality Enhancement

Adopted by the College Delegate Assembly

December 2023

SACSCOC™

Southern Association of Colleges and Schools
Commission on Colleges

2024 Edition



1866 Southern Lane
Decatur, Georgia 30033-4097

The Principles of Accreditation:

Foundations for Quality Enhancement

2024 Edition

404-679-4500
404-679-4558 (Fax)
www.sacscoc.org

Adopted by the College Delegate Assembly: December 2023

Approved by College Delegate Assembly: December 2001

Revised by the College Delegate Assembly: December 2006, 2007, 2009, 2011, 2017

Mission

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) is the body for the accreditation of degree-granting higher education institutions in the Southern states. It serves as the common denominator of shared values and practices primarily among the diverse institutions in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Latin America and certain other international sites approved by the SACSCOC Board of Trustees that award associate, baccalaureate, master's, or doctoral degrees. SACSCOC also accepts applications for membership from domestic institutions in the other 39 states, as well as international institutions of higher education around the world.

Mission Statement

The mission of the Southern Association of Colleges and Schools Commission on Colleges is to assure the educational quality and improve the effectiveness of its member institutions.

Accreditation by SACSCOC signifies that the institution (1) has a mission appropriate to higher education, (2) has resources, programs, and services sufficient to accomplish and sustain that mission, and (3) maintains clearly specified educational objectives that are consistent with its mission and appropriate to the degrees its offers, and that indicate whether it is successful in achieving its stated objectives.

Philosophy of Accreditation

Self-regulation through accreditation embodies a philosophy that a free people can and ought to govern themselves through a representative, flexible, and responsive system. Decentralization of authority honors the rich diversity of educational institutions in our pluralistic society and serves to protect both institutional autonomy and the broader culture of academic freedom in our global society. The empowerment flowing from self-regulation promotes both innovation and accountability in achieving the goals of educating and training citizens in a representative democracy. Consistent with these overarching values, accreditation is best accomplished through a voluntary association of educational institutions. Both a process and a product, accreditation relies on integrity; thoughtful and principled professional judgment; rigorous application of requirements; and a context of trust. The process provides an assessment of an institution's effectiveness in the fulfillment of its self-defined mission; its compliance with the requirements of its accrediting association; and its continuing efforts to enhance the quality of student learning and its programs and services. Based upon rigorous analysis and reasoned judgment, the process stimulates evaluation and improvement, while providing a means of continuing accountability to the institutions' stakeholders and to the public.

The culmination of the accreditation process is a public statement of an institution's continuing capacity to provide effective programs and services based on agreed-upon requirements. The statement of an institution's accreditation status with SACSCOC also represents an affirmation of an institution's continuing commitment to SACSCOC's principles and philosophy of accreditation.

The membership expects its peers to dedicate themselves to enhancing the quality of their programs and services within the context of their respective resources and capacities and to create an environment in which teaching and learning, research, and public service occur, as appropriate to the institution's self-defined mission.

At the heart of SACSCOC's philosophy of accreditation, the concept of quality enhancement presumes each member institution is to be engaged in ongoing improvement of its programs and services and be able to demonstrate how well it fulfills its stated mission. Although evaluation of an institution's educational quality and effectiveness in achieving its mission is a difficult task requiring careful analysis and professional judgment, an institution is expected to document the quality and effectiveness of all its programs and services.

SACSCOC supports the right of an institution to pursue its own educational mission as inherent in fundamental values of institutional autonomy; the right of faculty members to teach, investigate, and publish freely; the right of students to access opportunities for learning and for the open expression and exchange of ideas. However, the exercise of these rights should not substantially interfere with the overriding obligation of an institution to offer its students a sound educational experience that optimizes student achievement outcomes.

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) adheres to the following fundamental characteristics of accreditation:

- Participation in the accreditation process is voluntary and is an earned and renewable status.
- Member institutions develop, amend, and approve accreditation requirements.
- The process of accreditation is representative, responsive, and appropriate to the types of institutions accredited.
- Accreditation is a form of self-regulation.
- Accreditation requires institutional commitment and engagement.
- Accreditation is based upon a peer review process.
- Accreditation requires an institutional commitment to student learning and achievement.
- Accreditation acknowledges an institution's prerogative to articulate its mission, including a religious mission, within the recognized context of higher education and its responsibility to show that it is accomplishing its mission.
- Accreditation requires institutional commitment to the concept of quality enhancement through continuous assessment and improvement.
- Accreditation expects an institution to develop a balanced governing structure designed to promote institutional integrity, autonomy and flexibility of operation.
- Accreditation expects an institution to ensure that its programs are complemented by support structures and resources that allow for the total growth and development of its students.

Organization Of The Southern Association Of Colleges And Schools Commission On Colleges

The Southern Association of Colleges and Schools (SACS) is a private, nonprofit, voluntary organization founded in 1895 in Atlanta, Georgia. The Association currently comprises the Commission on Colleges (SACSCOC) and the Council on Accreditation and School Improvement (SACSCASI), the K-12 arm of the Association. The two commissions carry out their missions with considerable autonomy; they develop their own standards and procedures, and govern themselves by a delegate assembly.

The College Delegate Assembly (CDA) of SACSCOC includes one voting representative (the chief executive officer or the officer's designee) from each member institution. Its responsibilities include electing the 77-member SACSCOC Board of Trustees to guide the organization's work; to approve all revisions in accrediting standards as recommended by the Board; to approve the dues of candidate and member institutions as recommended by the Board; and to elect an Appeals Committee to hear appeals of adverse accreditation decisions, and electing representatives to the Association's Board of Trustees.

The SACSCOC Board of Trustees is responsible for recommending to the College Delegate Assembly standards for candidacy and membership, authorizing special visits, taking final action on the accreditation status of institutions, nominating to the College Delegate Assembly individuals for election to succeed outgoing members of the Board, electing an Executive Council that will act for the Board while it is not in session, appointing ad hoc study committees as needed, and approving SACSCOC policies and procedures.

The thirteen-member Executive Council is the executive arm of the SACSCOC Board and functions on behalf of the SACSCOC's Board and the College Delegate Assembly between sessions. However, the actions of the Council are subject to the review and approval by the Board. The Council interprets SACSCOC policies and procedures, develops procedures for and supervises the work of SACSCOC ad hoc and standing committees, approves SACSCOC goals and objectives, reviews and approves SACSCOC's budget, oversees and annually evaluates the work of its president and initiates new programs, projects, and policy proposals.

The Council receives and acts on reports from all ad hoc and standing committees and submits them to the SACSCOC's Board of Trustees. In the case of institutions applying for candidacy, membership, or reaffirmation of accreditation, the Executive Council receives recommendations from the Committees on Compliance and Reports (C&R), which are the SACSCOC standing evaluation committees, and, in turn, submits its recommendations to the full SACSCOC Board of Trustees.

The Process Of Accreditation

The process for initial and continued accreditation involves a collective analysis and judgment by the institution's internal constituencies, an informed review by peers external to the institution, and a reasoned decision by the elected members of the SACSCOC Board of Trustees. Accredited institutions periodically conduct internal reviews involving their administrative officers, staffs, faculties, students, trustees, and others appropriate to the process. The internal review allows an institution to consider its effectiveness in achieving its stated mission, its compliance with The *Principles of Accreditation: Foundations for Quality Enhancement*, its efforts in enhancing the quality of student learning and the quality of programs and services offered to its constituencies, and its successes in accomplishing its mission. At the culmination of the internal review, peer evaluators representing the Board apply their professional judgment through a preliminary assessment of the institution; elected SACSCOC Board members make the final determination of an institution's compliance with the accreditation requirements.

Application of the Requirements

SACSCOC accredits degree-granting higher education institutions and entities based on requirements in The *Principles of Accreditation: Foundations for Quality Enhancement*. These requirements apply to all institutional programs and services, wherever located or however delivered. This includes programs offered through distance and correspondence education, off-campus sites, and branch campuses. Consequently, when preparing documents for the SACSCOC demonstrating compliance with the *Principles of Accreditation*, an institution must include these programs in its Institutional Summary Form Prepared for SACSCOC Reviews and address these programs in its analysis and documentation of compliance (See SACSCOC policy, Distance and Correspondence Education). SACSCOC applies the requirements of its *Principles* to all applicant, candidate, and member institutions, regardless of the type of institution: private, for-profit, private not-for-profit, or public. The SACSCOC Board of Trustees evaluates an institution and makes accreditation decisions based on the current edition of the *Principles of Accreditation*. SACSCOC's philosophy of accreditation precludes denial of membership to a degree-granting institution of higher education on any ground other than an institution's failure to meet the above requirements in the professional judgment of peer reviewers, or failure to comply with the policies and procedures of SACSCOC.

Components Of The Review Process

The SACSCOC Board of Trustees conducts several types of institutional reviews: (1) Candidate Committee reviews of institutions seeking candidacy, (2) Accreditation Committee reviews of candidate institutions seeking initial membership, (3) Reaffirmation Committee reviews of member institutions seeking continued accreditation following a comprehensive review, (4) Special Committee reviews of member institutions seeking continued accreditation following evaluation of institutional circumstances that are accreditation related, and (5) Substantive Change Committee reviews of member institutions seeking approval and continued accreditation following the review of a change of a significant modification or expansion to the institution's nature and scope. Each of the above types of reviews has its own evaluation documents and peer review procedures and can be found on the SACSCOC web site at www.sacscoc.org.

The process described below is specific to a member institution seeking reaffirmation of accreditation.

Preparation by the Institution

As part of the reaffirmation process, the institution will provide two (2) separate documents:

1. Compliance Certification

The Compliance Certification, submitted fifteen (15) months in advance of an institution's scheduled reaffirmation, is a document completed by the institution that demonstrates its judgment of the extent of its compliance with each of the Core Requirements and Standards. The signatures of the institution's chief executive officer and accreditation liaison are required. By signing the document, these individuals certify that the process of institutional self-assessment has been thorough, honest, and forthright, and that the information contained in the document is truthful, accurate, and complete.

2. Quality Enhancement Plan

The Quality Enhancement Plan (QEP), submitted six weeks in advance of the On-Site Reaffirmation Review Committee, is (1) a topic identified through ongoing, comprehensive and evaluation processes, (2) has a broad-based support of institutional constituencies, (3) focuses on improving specific student learning outcomes and/or student successes, (4) commits resources to initiate, implement and complete the QEP, and (5) includes a plan to assess achievement. The plan should be focused and succinct (no more than 75 pages of narrative text and no more than 25 pages of support documentation or charts, graphs, and tables).

Review by SACSCOC

1. The Off-Site Reaffirmation Review

The Off-Site Reaffirmation Committee, composed of a chair and normally eight to ten peer evaluators, serves as an evaluative committee in the reaffirmation process. The committee meets virtually and reviews Compliance Certifications of a group of institutions to determine whether each institution is in compliance with all Core Requirements and Standards (except 7.2). The group of institutions, called "a cluster," normally will consist of no more than three institutions similar in governance and degrees offered. At the conclusion of the review, the Off-Site Reaffirmation Committee will prepare a separate report for each institution, recording and explaining its preliminary findings about compliance. The report is forwarded to the respective institution's On-Site Reaffirmation Committee.

2. The On-Site Reaffirmation Review

The On-Site Reaffirmation Committee consists of peers and serves as an evaluative committee in the reaffirmation process. Following review by the Off-Site Reaffirmation Committee, an On-Site Reaffirmation Committee will conduct a focused evaluation at the campus to finalize issues of compliance with the Core Requirements and Standards, evaluate the QEP, and provide consultation regarding the issues addressed in the QEP. At the conclusion of its visit, the On-Site Committee will finalize the Report of the Reaffirmation Committee, a written report of its findings noting areas of noncompliance. The Report of the Reaffirmation Committee, along with the institution's response to areas of noncompliance, is forwarded to the SACSCOC Board of Trustees for review and action on reaffirmation of accreditation.

3. Review by the SACSCOC Board of Trustees

The Committees on Compliance and Reports (C&R), standing committees of the SACSCOC Board of Trustees, review reports prepared by evaluation committees and the institutional responses to those reports. A C&R Committee's recommendation regarding an institution's reaffirmation of accreditation is forwarded to the Executive Council for review. The Executive Council recommends action to the full Board of Trustees, which makes the final decision on reaffirmation and any monitoring activities that it may require of an institution. The full Board of Trustees convenes twice a year.

Institutional Responsibility For Reporting Substantive Change

SACSCOC accredits the entire institution and all programs and services, wherever located or however delivered. Accreditation is specific to an institution, is based on conditions at the time of the most recent evaluation, and is not transferable. When an accredited institution significantly modifies or expands its scope, or changes its affiliation, governance, or ownership, a substantive change review is required. SACSCOC is responsible for evaluating all substantive changes occurring between an institution's decennial reviews to ensure the quality of the total institution and to ensure the public that all aspects of the institution meet defined standards.

A member institution is responsible for following the Substantive Change Policy and Procedures by notifying or securing approval from SACSCOC, as required, prior to implementation. If an institution is noncompliant with the policy, its accreditation may be in jeopardy. Refer to the substantive change policy outlining the types of substantive change, their respective notification and approval requirements, and their reporting timelines. If an institution is unclear as to whether a change is substantive, it should contact SACSCOC staff for consultation.

An applicant or candidate institution may not undergo substantive change prior to membership.

Section 1: The Principle of Integrity

Institutional integrity is essential to the purpose of higher education. Integrity functions as the basic covenant defining the relationship between the Southern Association of Colleges and Schools (SACSCOC) and its member and candidate institutions. The principle serves as the foundation of a relationship in which all parties agree to deal honestly and openly with both their constituencies and with one another.

1. **The institution operates with integrity in all matters.**
   (Integrity) **[CR]**
   (Note: While this principle is not addressed by the institution in its Compliance Certification or its application for accreditation, failure to adhere to this principle will lead to the imposition of a sanction, adverse action, or denial of authorization of a candidate committee.)

Section 2: Mission

A clearly defined and comprehensive mission guides the public's perception of the nature of the institution. It conveys a sense of the institution's uniqueness and identifies the qualities, characteristics and values that define the institution's role and distinctiveness within the diverse higher education community. Fundamental to the structure of an institution's effectiveness review, the mission reflects a clear understanding of the institution by its governing board, administration, faculty, students, staff and all constituents.

1. **The institution has a clearly defined, comprehensive, and published mission specific to the institution and appropriate for higher education. The mission addresses teaching and learning and, where applicable, research and public service.**
   (Institutional mission) **[CR]**

Section 3: Basic Eligibility Standard

SACSCOC accredits degree-granting institutions in the southern region of the United States and those operating in select international locations. To gain or maintain accreditation with SACSCOC, an institution is a continuously functioning organization legally authorized to grant degrees and other academic credentials, and is able to demonstrate compliance with SACSCOC standards and policies.

1. **An institution seeking to gain or maintain accredited status**

   a. **has degree-granting authority from the appropriate government agency or agencies.**
   (Degree-granting authority) **[CR]**

   b. **offers all course work required for at least one degree program at each level at which it awards degrees.** (For exceptions, see SACSCOC policy "Documenting an Alternative Approach.") *(Course work for degrees)*

   c. **is in operation and has students enrolled in degree programs.**
   (Continuous operation) **[CR]**

Section 4: Governing Board

The institution's governing board holds in trust the fundamental autonomy and ultimate well-being of the institution. As the corporate body, the board ensures both the presence of viable leadership and strong financial resources to fulfill the institutional mission. Integral to strong governance is the absence of undue influence from external sources.

1. **The institution has a governing board of at least five members that:**
   (a) **is the legal body with specific authority over the institution.**
   (b) **exercises fiduciary oversight of the institution.**
   (c) **ensures that both the presiding officer of the board and a majority of other voting members of the board are free of any contractual, employment, personal, or familial financial interest in the institution.**
   (d) **is not controlled by a minority of board members or by organizations or institutions separate from it.**
   (e) **is not presided over by the chief executive officer of the institution.**
   (Governing board characteristics) **[CR]**

2. The governing board

   a. ensures the regular review of the institution's mission.
   (Mission review)

   b. ensures a clear and appropriate distinction between the policy-making function of the board and the respective responsibilities of the administration and faculty to administer and implement policy.
   (Board/administrative distinction and shared governance)

   c. selects and regularly evaluates the institution's chief executive officer.
   (CEO evaluation/selection)

   d. defines and addresses potential conflict of interest for its members.
   (Conflict of interest)

   e. has appropriate and fair processes for the dismissal of a board member.
   (Board dismissal)

   f. protects the institution from undue influence by external persons or bodies.
   (External influence)

   g. defines its responsibilities and regularly evaluates its effectiveness.
   (Board self-evaluation)

3. If an institution's governing board does not retain sole legal authority and operating control in a multiple-level governance system, then the institution clearly defines that authority and control for the following areas within its governance structure: (a) institution's mission, (b) fiscal stability of the institution, and (c) institutional policy.
(Multi-level governance)

Section 5: Administration and Organization

The institution's chief executive officer has ultimate responsibility for priorities and initiatives that advance its board-approved mission, goals, and priorities. The chief executive officer oversees an organizational structure that includes key academic and administrative officers and decision makers with credentials appropriate to their respective responsibilities.

1. **The institution has a chief executive officer whose primary responsibility is to the institution.**
   (Chief executive officer) **[CR]**

2. The chief executive officer has ultimate responsibility for, and exercises appropriate control over the following:

   a. the institution's educational, administrative, and fiscal programs and services.
   (CEO control)

   b. the institution's intercollegiate athletics program.
   (Control of intercollegiate athletics)

   c. the institution's fund-raising activities.
   (Control of fund-raising activities)

3. For any entity organized separately from the institution and formed primarily for the purpose of supporting the institution or its programs:
   (a) The legal authority and operating control of the institution is clearly defined with respect to that entity.
   (b) The relationship of that entity to the institution and the extent of any liability arising from that relationship are clearly described in a formal, written manner.
   (c) The institution demonstrates that (1) the chief executive officer controls any fund-raising activities of that entity or (2) the fund-raising activities of that entity are defined in a formal, written manner which assures that those activities further the mission of the institution.
   (Institution-related entities)

4. The institution employs and regularly evaluates administrative and academic officers with appropriate experience and qualifications to lead the institution.
   (Qualified administrative/academic officers)

5. The institution publishes and implements policies regarding the appointment, employment, and regular evaluation of non-faculty personnel.
   (Personnel appointment and evaluation)

Section 6: Faculty

Qualified, effective faculty members are essential to carry out the mission of the institution and to ensure the quality and integrity of its academic program. The tradition of shared governance within American higher education recognizes the importance of both faculty and administrative involvement in the approval of educational programs. Because student learning is central to the institution's mission and educational degrees, the faculty has responsibility for directing the learning enterprise including overseeing and coordinating educational programs to ensure that each contains essential curricular components, has appropriate content and pedagogy, and maintains discipline currency.

Achievement of the institution's mission with respect to teaching, research, and service requires a critical mass of full-time qualified faculty to provide direction and oversight of the academic programs. Due to this significant role, it is imperative that an effective system of evaluation be in place for all faculty members that takes into account the institution's obligations to foster intellectual freedom of faculty to teach, serve, research, and publish.

1. **The institution employs a sufficient number of full-time faculty members to support the mission and goals of the institution.**
   (Full-time faculty) **[CR]**

2. For each of its educational programs, the institution

   a. justifies and documents the qualifications of its faculty members.
      (Faculty qualifications)

   b. employs a sufficient number of full-time faculty members to ensure curriculum and program quality, integrity, and review.
      (Program faculty)

   c. assigns appropriate responsibility for program coordination.
      (Program coordination)

3. The institution publishes and implements policies regarding the appointment, employment, and regular evaluation of faculty members, regardless of contract or tenure status.
   (Faculty employment and evaluation)

4. The institution publishes and implements appropriate policies and procedures for preserving and protecting academic freedom.
   (Academic freedom)

5. The institution provides ongoing professional development opportunities for faculty members as teachers, scholars, and practitioners, consistent with the institutional mission.
   (Faculty development)

Section 7: Institutional Planning and Effectiveness

Effective institutions demonstrate a commitment to the principles of continuous improvement. These principles are based on a systematic and documented process of assessing institutional performance with respect to mission in all aspects of the institution. An institutional planning and effectiveness process involves all programs, services and constituencies; is linked to the decision-making process at all levels; and provides a sound basis for budgetary decisions and resource allocations.

The Quality Enhancement Plan (QEP) is an integral component of the reaffirmation of accreditation process and is derived from an institution's ongoing comprehensive planning and evaluation processes. It reflects and affirms a commitment to enhance overall institutional quality and effectiveness by focusing on an issue the institution considers important to improving student learning outcomes and/or student success.

1. **The institution engages in ongoing, comprehensive, and integrated research-based planning and evaluation processes that (a) focus on institutional quality and effectiveness and (b) incorporate a systematic review of institutional goals and outcomes consistent with its mission.**
   (Institutional Planning) **[CR]**

2. The institution has a Quality Enhancement Plan that (a) has a topic identified through its ongoing, comprehensive planning and evaluation processes; (b) has broad-based support of institutional constituencies; (c) focuses on improving specific student learning outcomes and/or student success; (d) commits resources to initiate, implement and complete the QEP; and (e) includes a plan to assess achievement.
   (Quality Enhancement Plan)

3. The institution identifies expected outcomes of its administrative support services and demonstrates the extent to which the outcomes are achieved.
   (Administrative effectiveness)

Section 8: Student Achievement

Student learning and student success are at the core of the mission of all institutions of higher learning. Effective institutions focus on the design and improvement of educational experiences to enhance student learning and support student learning outcomes for its educational programs. To meet the goals of educational programs, an institution provides appropriate academic and student services to support student success.

1. **The institution identifies, evaluates, and publishes goals and outcomes for student achievement appropriate to the institution's mission, the nature of the students it serves, and the kinds of programs offered. The institution uses multiple measures to document student success.**
   (Student achievement) **[CR]**

2. The institution identifies expected outcomes, assesses the extent to which it achieves these outcomes, and provides evidence of seeking improvement based on analysis of the results in the areas below:

   a. student learning outcomes for each of its educational programs.
   (Student outcomes: educational programs)

   b. student learning outcomes for collegiate-level general education competencies of its undergraduate degree programs.
   (Student outcomes: general education)

   c. academic and student services that support student success.
   (Student outcomes: academic and student services)

Section 9: Educational Program Structure and Content

Collegiate-level educational programs emphasize both breadth and depth of student learning. The structure and content of a program challenges students to integrate knowledge and develop skills of analysis and inquiry.

General education is an integral component of an undergraduate degree program through which students encounter the basic content and methodology of the principle areas of knowledge. Undergraduate and graduate degrees develop advanced expertise in an integrated understanding of one or more academic disciplines or concentrations.

The institution is responsible for the delivery of an appropriate portion of the academic experiences applicable to the degrees or credentials awarded.

1. **Educational programs (a) embody a coherent course of study, (b) are compatible with the stated mission and goals of the institution, and (c) are based upon fields of study appropriate to higher education.**
   (Program content) **[CR]**

2. **The institution offers one or more degree programs based on at least 60 semester credit hours or the equivalent at the associate level; at least 120 semester credit hours or the equivalent at the baccalaureate level; or at least 30 semester credit hours or the equivalent at the post-baccalaureate, graduate, or professional level. The institution provides an explanation of equivalencies when using units other than semester credit hours. The institution provides an appropriate justification for all degree programs and combined degree programs that include fewer than the required number of semester credit hours or its equivalent unit.**
   (Program Length) **[CR]**

3. **The institution requires a general education component at the undergraduate level that:**
   (a) **is based on a coherent rationale.**
   (b) **is a substantial component of each undergraduate degree program. For degree completion in associate programs, the component constitutes a minimum of 15 semester hours or the equivalent; for baccalaureate programs, a minimum of 30 semester hours or the equivalent.**
   (c) **ensures breadth of knowledge. These credit hours include at least one course from each of the following areas: humanities/fine arts, social/behavioral sciences, and natural science/mathematics. These courses do not narrowly focus on those skills, techniques, and procedures specific to a particular occupation or profession.**
   (General education requirements **[CR]**

4. At least 25 percent of the credit hours required for an undergraduate degree are earned through instruction offered by the institution awarding the degree.
   (Institutional credits for an undergraduate degree)

5. At least one-third of the credit hours required for a graduate or a post-baccalaureate professional degree are earned through instruction offered by the institution awarding the degree.
(Institutional credits for a graduate/professional degree)

6. Post-baccalaureate professional degree programs and graduate degree programs are progressively more advanced in academic content than undergraduate programs, and are structured (a) to include knowledge of the literature of the discipline and (b) to ensure engagement in research and/or appropriate professional practice and training.
(Post-baccalaureate rigor and curriculum)

7. The institution publishes requirements for its undergraduate, graduate, and post-baccalaureate professional programs, as applicable. The requirements conform to commonly accepted standards and practices for degree programs.
(Program requirements)

Section 10: Educational Policies, Procedures, and Practices

Effective academic policies related to an institution's educational programs are development in concert with appropriate input and participation of the constituencies affected by the policies, conform with commonly accepted practices and policies in higher education, accurately portray the institution's programs and services, and are disseminated to those benefiting from such practices. These academic policies lead to a teaching and learning environment that enhances the achievement of student outcomes and success.

To advance learning, all coursework taken for academic credit has rigor, substance, and standards connected to established learning outcomes. To protect the integrity of degrees offered, the institution is responsible for the quality of all coursework transcripted as if it were credit earned from the institution.

1. The institution publishes, implements, and disseminates academic policies that adhere to principles of good educational practice and that accurately represent the programs and services of the institution.
   (Academic policies)

2. The institution makes available to students and the public current academic calendars, grading policies, cost of attendance, and refund policies.
   (Public information)

3. The institution ensures the availability of archived official catalogs, digital or print, with relevant information for course and degree requirements sufficient to serve former and returning students.
   (Archived information)

4. The institution (a) publishes and implements policies on the authority of faculty in academic and governance matters, (b) demonstrates that educational programs for which academic credit is awarded are approved consistent with institutional policy, and (c) places primary responsibility for the content, quality, and effectiveness of the curriculum with its faculty.
   (Academic governance)

5. The institution: (a) publishes admissions policies consistent with its mission; (b) ensures that its recruitment materials and presentations accurately represent the institution's practices, policies, and accreditation status;and (c) ensures that independent contractors or agents used for recruiting purposes and for admission activities are governed by the same principles and policies as institutional employees.
   (Admissions policies and practices)

6. An institution that offers distance or correspondence education:
   (a) ensures that the student who registers in a distance or correspondence education course or program is the same student who participates in and completes the course or program and receives the credit.
   (b) has a written procedure for protecting the privacy of students enrolled in distance and correspondence education courses or programs.
   (c) ensures that students are notified in writing at the time of registration or enrollment of any projected additional student charges associated with verification of student identity.

   (Distance and correspondence education)

7. The institution publishes and implements policies for determining the amount and level of credit awarded for its courses, regardless of format or mode of delivery. These policies require oversight by persons academically qualified to make the necessary judgments. In educational programs not based on credit hours (e.g., direct assessment programs), the institution has a sound means for determining credit equivalencies.
   (Policies for awarding credit)

8. The institution publishes policies for evaluating, awarding and accepting credit not originating from the institution. The institution ensures (a) the academic quality of any credit or coursework recorded on its transcript, (b) an approval process with oversight by persons academically qualified to make the necessary judgments, and (c) the credit awarded is comparable to a designated credit experience and is consistent with the institution's mission.
   (Evaluating and awarding external academic credit)

9. The institution ensures the quality and integrity of the work recorded when an institution transcripts courses or credits as its own when offered through a cooperative academic arrangement. The institution maintains formal agreements between the parties involved, and the institution regularly evaluates such agreements.
   (Cooperative academic arrangements)

Section 11: Library and Learning/Information Resources

To provide adequate support for the institution's curriculum and mission, an institution's students, faculty, and staff have access to appropriate collections, services, and other library-related resources that support all educational, research, and public service programs wherever they are offered and at the appropriate degree level. The levels and types of educational programs offered determine the nature and extent of library and learning resources needed to support the full range of the institution's academic programs. Qualified, effective staff are essential to carrying out the goals of a library/learning resource center and the mission of the institution, and to contributing to the quality and integrity of academic programs.

1. **The institution provides adequate and appropriate library and learning/information resources, services, and support for its mission.**
   (Library and learning/information resources) **[CR]**

2. The institution ensures an adequate number of professional and other staff with appropriate education or experiences in library and/or other learning/information resources to accomplish the mission of the institution.
   (Library and learning/information staff)

3. The institution provides (a) student and faculty access and user privileges to its library services and (b) access to regular and timely instruction in the use of the library and other learning/information resources.
   (Library and learning/information access)

Section 12: Academic and Student Support Services

Student success is significantly affected by the learning environment. An effective institution provides appropriate academic and student support programs and services, consistent with the institution's mission, that enhance the educational and personal development experience(s) of students at all levels; contribute to the achievement of teaching and learning outcomes; ensure student success in meeting the goals of the educational programs; and provide an appropriate range of support services and programs to students at all locations. Qualified and effective faculty and staff are essential to implementing the institution's goals and mission and to ensuring the quality and integrity of its academic and student support programs and services. An effective institution has policies and procedures that support a stimulating and safe learning environment.

1. **The institution provides appropriate academic and student support programs, services, and activities consistent with its mission.**
   (Student support services) **[CR]**

2. The institution ensures an adequate number of academic and student support services staff with appropriate education or experience in student support service areas to accomplish the mission of the institution.
   (Student support services staff)

3. The institution publishes clear and appropriate statement(s) of student rights and responsibilities and disseminates the statement(s) to the campus community.
   (Student rights)

4. The institution (a) publishes appropriate and clear procedures for addressing written student complaints, (b) demonstrates that it follows the procedures when resolving them, and (c) maintains a record of student complaints that can be accessed upon request by SACSCOC.
   (Student complaints)

5. The institution protects the security, confidentiality, and integrity of its student records and maintains security measures to protect and back up data. The institution also ensures that independent contractors or agents that have access to or maintain student records are governed by the same principles and policies as institutional employees.
   (Student records)

6. The institution provides information and guidance to help student borrowers understand how to manage their debt and repay their loans.
   (Student debt and financial literacy)

Section 13: Financial and Physical Resources

Although missions vary among institutions, both a sound financial base and a pattern of financial stability provide the foundation for accomplishing an institution's mission. Adequate financial resources allow for deliberate consideration of the effective use of institutional resources to fulfill that mission. Adequate physical resources are essential to the educational environment and include facilities that are safe and appropriate for the scope of the institution's programs and services. It is reasonable that the general public, governmental entities, and current and prospective students expect sufficient financial and physical resources necessary to sustain and fulfill the institution's mission.

1. **The institution has sound financial resources and a demonstrated, stable financial base to support the mission of the institution and the scope of its programs and services.**
   (Financial resources) **[CR]**

2. **The member institution provides the following financial statements:**
   (a) **an institutional audit (or *Standard Review Report* issued in accordance with *Statements on Standards for Accounting and Review Services issued by the AICPA* for those institutions audited as part of a system wide or statewide audit) for the most recent fiscal year prepared by an independent certified public accountant and/or an appropriate governmental auditing agency employing the appropriate audit (*or Standard Review Report*) guide.**
   (b) **a statement of financial position of unrestricted net assets (without donor restrictions), exclusive of plant assets and plant-related debt, which represents the change in unrestricted net assets attributable to operations for the most recent year.**
   (c) **an annual budget that is preceded by sound planning, is subject to sound fiscal procedures, and is approved by the governing board.**

   > For applicant and candidate institutions, including an applicant seeking separate accreditation from a current SACSCOC-accredited institution, the institution provides the financial information, including audit requirements, specified in the SACSCOC's policy entitled "Accreditation Procedures for Applicant Institutions."

   (Financial documents) **[CR]**

3. The institution manages its financial resources and operates in a fiscally responsible manner.
   (Financial responsibility)

4. The institution exercises appropriate control over all its financial resources.
   (Control of finances)

5. The institution maintains financial control over externally funded or sponsored research and programs.
   (Control of sponsored research/external funds)

6. The institution (a) is in compliance with its program responsibilities under Title IV of the most recent Higher Education Act as amended and (b) audits financial aid programs as required by federal and state regulations. In reviewing the institution's compliance with these program responsibilities under Title IV, SACSCOC relies on documentation forwarded to it by the U. S. Department of Education.
(Federal and state responsibilities)

7. The institution ensures adequate physical facilities and resources, both on and off campus, that appropriately serve the needs of the institution's educational programs, support services, and other mission-related activities.
(Physical resources)

8. The institution takes reasonable steps to provide a healthy, safe, and secure environment for all members of the campus community.
(Institutional environment)

Section 14: Transparency and Institutional Representation

An institution is responsible for representing accurately to the public its status and relationship with SACSCOC; reporting accurately to the public its status with state of the federal government if receiving funding from either or both; maintaining openness in all accreditation-related activities; ensuring the availability of institutional policies to students and the public; and publishing appropriate information with respect to student achievement. SACSCOC's philosophy of accreditation precludes removal from or denial of membership or candidacy to a degree-granting institution of higher education on any ground other than an institution's failure to meet the standards of the membership as determined by the professional judgment of peer reviewers, or failure to comply with SACSCOC's policies and procedures.

1. The institution (a) accurately represents its accreditation status and publishes the name, address, telephone number, and website address of SACSCOC in accordance with SACSCOC's requirements and federal policy and (b) ensures all its branch campuses include the name of that institution and make it clear that their accreditation is dependent on the continued accreditation of the parent campus.
   (Publication of accreditation status)

2. The institution has a policy and procedure to ensure that all substantive changes are reported in accordance with SACSCOC's policy.
   (Substantive change)

3. The institution applies all appropriate standards and policies to its distance learning programs, branch campuses, and off-campus instructional sites.
   (Comprehensive institutional reviews)

4. The institution (a) represents itself accurately to all U.S. Department of Education recognized accrediting agencies with which it holds accreditation and (b) informs those agencies of any change of accreditation status, including the imposition of public sanctions. (See SACSCOC's policy "Accrediting Decisions of Other Agencies.")
   (Representation to other agencies)

5. The institution complies with SACSCOC's policy statements that pertain to new or additional institutional obligations that may arise that are not part of the standards in the current *Principles of Accreditation*.
   (Policy compliance)
   (Note: For applicable policies, institutions should refer to the SACSCOC website [http:/www.sacscoc.org])

SACSCOC Policies
Definition: A policy is a required course of action to be followed by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) or its member or candidate institutions. SACSCOC policies may also include procedures, which are likewise a required course of action to be followed by SACSCOC or its member or candidate institutions. The *Principles of Accreditation* require that an institution comply with the policies and procedures of SACSCOC. Policies are approved by vote of the SACSCOC Board of Trustees. At its discretion, the Board may choose to forward a policy to the College Delegate Assembly for approval. Examples of policy topics include substantive changes, standing rules, procedures for applicant institutions, special committee procedures, sanctions and adverse actions, or appeals procedures. All policies are available on the SACSCOC website (www.sacscoc.org). SACSCOC maintains currency on the website and reserves the right to add, modify, or delete any of the policies listed.

SACSCOC Guidelines
Definition: A guideline is an advisory statement designed to assist institutions in fulfilling accreditation requirements. As such, guidelines describe recommended educational practices for documenting requirements of the *Principles of Accreditation* and are approved by the Executive Council of the SACSCOC Board of Trustees. The guidelines are examples of commonly accepted practices that constitute compliance with the standard. Depending on the nature and mission of the institution, however, other approaches may be more appropriate and also provide evidence of compliance. Examples of guideline topics include advertising, student recruitment, contractual relationships, travel and committee visits, or faculty credentials. All guidelines are available on the SACSCOC website (www.sacscoc.org). SACSCOC maintains currency on the website and reserves the right to add, modify, or delete any of the guidelines listed.

SACSCOC Good Practices
Definition: Good practices are commonly-accepted practices within the higher education community, which enhance institutional quality. Good practices may be formulated by outside agencies and organizations and endorsed by the Executive Council of the SACSCOC Board of Trustees or the Board itself. Good practice documents are available on the SACSCOC website (www.sacscoc.org). SACSCOC maintains currency on the website and reserves the right to add, modify, or delete any of the good practices listed.

SACSCOC Position Statements
Definition: A position statement examines an issue facing the SACSCOC membership, describes appropriate approaches, and states the SACSCOC stance on the issue. It is endorsed by the Executive Council of the SACSCOC Board of Trustees or the SACSCOC Board of Trustees. Position statements are available on the SACSCOC website (www.sacscoc.org). SACSCOC maintains currency on the website and reserves the right to add, modify, or delete any of the position statements listed.