

TOMBALL ISD EARLY COLLEGE HIGH SCHOOL INTERLOCAL AGREEMENT

This Tomball ISD Early College High School Interlocal Agreement between Lone Star College, a Texas public junior college (the "College") and the Tomball Independent School District, a Texas independent school district ("TISD") is effective on the date of final signature below. This Agreement is a contract between two local government entities under the Texas Interlocal Cooperation Act, Texas Government Code, Section 791.001, *et seq.*

The College and TISD want to operate the Early College High School (the "ECHS") located at Tomball High School, 30330 Quinn Road, Tomball, Texas 77375.

The ECHS is a Texas Education Agency Early College High School initiative serving grades 9-12, and provides dual enrollment for academic dual credit college courses for high school students.

This Agreement offers at-risk students an opportunity to complete a high school diploma and earn transferable college credits of 60 hours or more towards an associate or baccalaureate degree at no cost. The ECHS shall provide TISD students a "seamless" pathway from high school to college. The ECHS allows the high school students to gradually integrate into college course work through a traditional high school degree plan plus dual enrollment. Once students complete the ECHS graduation requirements, they may enroll at the College as a full-time student at their own expense.

The ECHS' mission is for students to achieve their dreams by mastering college-level work through a nurturing environment with rigorous academic standards. The ECHS is dedicated to helping young people progress toward the education and experience they need to succeed in life and a family-supporting career.

The ECHS' goals shall be aligned with and supportive of the early college high school core principles: (1) engage students in meaningful work that rewards performance with access to the rigor, depth, and intensity of credit-bearing college work while in high school; (2) make higher education more accessible, affordable, and attractive by bridging the divide between high school and college; (3) prepare students early for college-level academic and social expectations; (4) eliminate time wasted during junior and senior years of high school and facilitate the transition of motivated students to higher education; (5) provide needed guidance, support, and remediation services for both high school and college curricula; and (6) demonstrate new ways of integrating levels of schooling to better serve the intellectual and developmental needs of young people.

The parties therefore agree as follows:

Article 1 Definitions

In this Agreement, the following definitions apply:

"Academic Year" means September 1st through August 31st.

"TISD" means the Tomball Independent School District.

"The College" means Lone Star College System District.

"ECHS" means Early College High School.

"EOC" means end-of-course.

"FERPA" means Family Educational Rights and Privacy Act.

"GPA" mean grade point average.

"SACS" means Southern Association of Colleges and Schools.

"TAPR" means the Texas Academic Performance Report.

"TEA" means Texas Education Agency.

"TEC" means Texas Education Code.

"THECB" means Texas Higher Education College Board.

"TSIA" means Texas State Initiative Assessment

Article 2

Approvals and Evaluations

2.1 TEA Approval. The TISD shall continually apply for the TEA ECHS approval as required by the TEC.

2.2 Advisory Committee. The parties shall create an Advisory Committee. The Advisory Committee, consisting of a College President and the TISD Superintendent, shall evaluate curriculum, instruction, and program activities annually. The Advisory Committee shall also make recommendations regarding effective coordination between the parties.

2.3 Evaluating the ECHS. TISD shall—every Academic Year—conduct an evaluation process to determine ECHS effectiveness satisfying federal and state education evaluation guidelines. TISD shall comply with the TEA/TISD Accountability System. TISD shall report the results of that evaluation process at the end of the Academic Year to the College and any required agency.

Article 3

ECHS Composition

3.1 Recruitment. The parties shall recruit students within the TISD boundaries. The TISD shall define the target population to meet all state TEA expectations. The parties shall ensure recruitment, marketing, and admissions processes satisfy the Public Education Information Management System TEA expectations. The parties shall neither discourage nor exclude at-risk student subpopulations from admission or enrollment. The parties acknowledge that at-risk students are those with limited English proficiency or who have failed a state administered assessment.

3.2 Admission. TISD shall consider all interested high school students residing in the TISD boundaries. Student selection shall reflect the TISD's diversity and ensure equitable representation from each feeder pattern.

3.3 Staffing. The TISD acknowledges that all ECHS employees shall be TISD employees. The ECHS faculty shall be selected by the TISD based upon their previous experience and teaching success. The TISD shall ensure that the ECHS employees meet all state and federal certification requirements as well as Texas state certification requirements in the subject areas they teach.

response controls.

6.2 Emergency Closures. The TISD hereby designates the employee specified below as the responsible employee for emergency closures (that employee, the "TISD Emergency Designee"). The TISD Emergency Designee is responsible for ECHS student welfare during emergency closures. TISD shall also ensure the TISD Emergency Designee arranges timely transportation for the students away from the closed or closing facility. The TISD Emergency Designee shall answer all phone calls from College personnel during an emergency closure.

TISD Emergency Designee

Name: Kim McKinney

Title: Principal

Phone Number: 281-357-3222

Alternate Number: 281-850-7616

Email: Kimberlcmckinney@tomballisd.net

Article 7

Degrees and Curriculum

7.1 Degree Plan and Filing.

(a) **Student Degree Plan.** The parties shall ensure that ECHS students enter the ECHS after those students complete the Distinguished Level of Achievement Graduation Plan or the Foundation High School Program. TISD shall ensure that students begin with an educational plan reflecting an associate degree of 60 or more transferrable hours towards a baccalaureate degree.

(b) **Filing.** The parties shall file a degree plan for each ECHS student as required by the TEC, TEA, and THECB.

7.2 Curriculum.

(a) **Curriculum Verification.** The parties shall verify alignment between college and high school curricula as required by THECB, TEA, and other state, regional, or national agencies. The verification includes an annual review of course crosswalk alignments, co-curriculum changes, and updates to accreditation standards.

(b) **Learning Outcomes.** The College shall be responsible for ensuring that ECHS faculty understand the necessary learning outcomes for dual credit courses. TISD shall require ECHS faculty to attend the College's dual credit learning outcomes training. The College shall designate personnel to monitor instructional quality to ensure compliance with applicable course articulation agreements and the standards the state, SACS, the College, and TISD establish. TISD shall be responsible for ensuring that ECHS faculty understand the necessary learning outcomes for high-school-level courses.

(c) **Course Rigor.** The parties shall provide rigorous college readiness instruction according to the THECB rules regarding the list of aligned high school and college courses, dual credit, and technical credit. TISD shall ensure the high school credit courses meet all TEC requirements. The College shall ensure college credit courses meet all THECB requirements.

(a) **Dual Credit Staffing.** The TISD shall provide the College the dual-credit instructor credentials documentation that satisfies SACS and THECB requirements. The College may assign qualified dual-credit instructors for dual credit courses. The ECHS shall annually assess dual-credit staffing needs and report those to the parties.

(b) **Evaluations.** The TISD shall annually evaluate ECHS faculty according to TISD's policies and procedures—except that the TISD will not evaluate the College's employees. The College shall annually evaluate its employees under the College's Policies and Chancellor's Procedures. The TISD shall allow designated College personnel to evaluate dual-credit instructors as required under the learning outcomes.

(c) **Employee Salaries.** The TISD shall pay the salary and benefits of the ECHS employees. The College shall pay the salary and benefits of College employees and instructors provided by the College supplied to teach college courses at the ECHS.

(d) **Professional Development.** The parties shall implement an annual assessment to determine topics or areas for professional development opportunities. The parties shall ensure ECHS employees and applicable College employees participate in collaborative planning and professional development sessions throughout the Academic Year.

3.4 Compliance. The TISD shall ensure all ECHS faculty and administration comply with all applicable laws and regulations.

Article 4 Financial

4.1 Financial Considerations. The parties may assist each other in obtaining necessary funds from local, state, federal and private sources to successfully operate the ECHS program.

(a) **TISD Budget Commitments.** TISD shall develop an ECHS budget. TISD shall fund the ECHS's day-to-day instructional costs such as employee salaries and benefits, transportation, and other school-related expenditures.

(b) **Fiscal Agent.** The parties designate TISD as this Agreement's fiscal agent. TISD shall be the recipient of ECHS funds and shall act as the ECHS intermediary.

(c) **College Support.** The College may provide administrative, instructional, and support services.

Article 5 Facilities

5.1 Facility Use and Parking. The ECHS will operate on TISD property.

5.2 Students on College Campuses. TISD shall assign a staff member to serve as a contact person and supervisor on the College campus when students under the age of 16 years old are attending class outside of the ECHS.

Article 6 Emergencies

6.1 Accident or Sudden Illness. If an ECHS student, instructor, or administrator should experience an accident or sudden illness on the College's premises, the College's proposed

(d) **Courses of Study.** The parties shall collaborate to provide the ECHS an integrated four-year curriculum providing transition from grade level to grade level and allowing students to proceed to dual credit using course placement criteria according to the College's standards.

7.3 Dual or Concurrent Enrollment.

(a) **Eligibility.** The College shall assess each ECHS student for college-level readiness prior to the student's dual credit enrollment.

(b) **Assessment.** The College shall administer the TSIA to ECHS students for proper placement in dual credit courses—except that the College shall honor regulatory exemptions.

(c) **Enrollment.** The College shall ensure dual credit enrollment criteria under state or accreditation requirements are met by ECHS students. The College and TISD may provide ECHS students academic assistance before a student enrolls in a dual credit curriculum based on the particular student's needs. The parties intend that academic assistance may include a bridge program that provides opportunities to strengthen academic skills necessary for high school and college readiness.

(d) **Dual Credit Course Rigor.** The parties shall ensure that all dual credit courses satisfy college-level content and assessments even where the course students may be all high school students. The College shall ensure that a dual-credit course offered at the ECHS or the College are equivalent with respect to curriculum, materials, instruction, and student evaluation method and rigor.

(e) **Contact Hours.** The College shall ensure the ECHS meets dual-credit contact hour requirements.

(f) **Tuition and Fees.** The College shall waive the tuition and fees for the ECHS students enrolled in spring, summer, or fall college-level courses except the College will not waive tuition and fees for any college-level courses an ECHS student attempts more than twice.

7.4 **Course Expectations for Students.** The parties shall ensure students complete all required learning outcomes and the associated assessments for their respective courses. TISD shall determine a suitable placement within TISD for ECHS students who fail to maintain the ECHS's minimum requirements.

7.5 **Statewide Instrument Administration.** TISD shall comply with the State Board of Education rules regarding administering high school assessment instruments. TISD shall administer all statewide assessment instruments in accordance with the TEC. TISD shall notify the College's instructors at least two weeks before TISD administers any assessment.

Article 8

Grading and Transcripts

8.1 **High School Credit Only Grading.** TISD shall report high school grades to students utilizing the district-developed grade reporting calendar. TISD shall comply with the TISD's current grading guidelines for high school credit-only courses.

8.2 Dual Credit Grading.

(a) **Syllabus.** The parties intend that the semester grades and grading policies be outlined in

each dual-credit instructor's course syllabus.

(b) **Grade Reporting.** The parties shall report dual credit grades under the College's established grading periods.

(c) **Official Grade of Record.** The parties acknowledge that the letter grade recorded on the College transcript will be the official grade of record for dual credit courses.

(d) **Continued Eligibility.** The parties intend that ECHS students in dual-credit courses meet satisfactory academic performance—earning higher than a "C" in all dual credit courses. The parties intend that student-legal guardians and the parties approve continued eligibility every semester.

(e) **Dual Credit Probation.** The ECHS dual credit students with college GPAs that fall below 2.0 shall be subjected to the College's probation policies. The parties intend that any student failing a dual-credit course be placed on probationary status restricting the student's enrollment to high school courses only.

8.3 Two GPAs. The parties intend that ECHS students earn two GPAs as follows: (1) College GPA based on their respective policies and reflected on the College transcript, and (2) TISD-weighted GPA based on its respective policies and reflected on the TISD transcript.

8.4 Academic Probation. The parties shall place ECHS students who fail to maintain an unweighted C average on "Early Alert" or "Scholastic Probation" respectively defined by the College's and TISD's policies.

8.5 Grade Appeals. The College shall administer college-grade appeals under the College's Board Policy and Chancellor's Procedures. TISD shall administer high-school-grade appeals under TISD's standard procedures.

8.6 Credit Transcription.

(a) **TISD Transcription Responsibilities.** TISD shall transcribe high school credit and assessment results. TISD shall determine how the dual credit grades recorded on the high school transcript shall be calculated for GPA and class ranking purposes. TISD shall ensure the ECHS informs students and parents of TISD's decisions concerning high school transcripts.

(b) **College Transcription Responsibilities.** The College shall be responsible for the transcription of dual credit grades, college grades, and other approved placement or assessment scores. The College shall determine how information is recorded on the College transcript. The College acknowledges that the high school transcription requires that grades be converted between the two institutions.

8.7 Withdrawal. The parties intend that students who withdraw or drop from the ECHS follow the TISD's and College's guidelines and deadlines.

Article 9 Student Conduct

9.1 Codes of Conduct. The parties acknowledge that ECHS students will be required to adhere to the College's and TISD's applicable codes of conduct.

9.2 Student Attendance. The parties acknowledge that ECHS students will adhere to the

parties' attendance policies. The parties intend that ECHS students not be penalized for an absence in any College course because of state-mandated testing.

9.3 Calendar. The parties intend that ECHS shall follow the College's common instructional and facility-use calendar allowing for the same holidays, breaks, and professional development.

Article 10 Resources

10.1 Educational Resources. The parties may use free or low-cost open education resources in courses offered. TISD shall be responsible for purchasing all required student textbooks, supplemental materials, supplies, and operational equipment.

10.2 College Resources. The parties intend that ECHS students be permitted to access the College's facilities, services, and resources according to College Policy and Chancellor's Procedures. Academic and student support services normally offered to College students shall be offered to ECHS-enrolled students.

10.3 Advising.

(a) **Strategy.** The parties shall establish common advising strategies and terminology related to dual-credit and college readiness under the TEC. The parties shall provide for the alignment of endorsements offered by the TISD and dual-credit courses offered that apply towards those endorsements. The parties shall identify tools such as those developed by the TEA, the THECB, or the Texas Workforce Commission, to assist ECHS counselors, students, and families in selecting endorsements offered by TISD and dual credit courses offered under this Agreement.

(b) **ECHS Advising.** The ECHS shall have advising staff that consists of both the high school counselor and access to the College's Student Services staff. TISD shall be responsible for advising students concerning academic progress in high school courses. The parties shall be responsible for advising students concerning academic progress in dual credit courses. Dual credit students are eligible to utilize the same or comparable academic and instructional support services that are afforded College students.

10.4 Accommodations. The parties shall recognize and support the principles set forth in federal and state laws designed to eliminate discrimination against qualified individuals with disabilities. The parties shall ensure that qualified students with disabilities receive reasonable accommodations. TISD acknowledges that disability laws apply differently in dual credit and college courses than they do in K-12. The parties acknowledge that reasonable accommodation available to ECHS students will depend on whether a course is dual credit (college-level) or high school credit only (high school level). TISD also acknowledges that accommodations available in K-12 may be different or unavailable in college-level courses.

(a) **High School-level Accommodations.** The parties intend for ECHS students enrolled in a high school credit only course to receive K-12 accommodations as required under TISD's policies and procedures. TISD shall provide and fund accommodations for high school credit only courses.

(b) **Dual Credit and College-level Course Accommodations.** The parties intend for

ECHS students enrolled in dual credit or college courses to be considered College students for accommodation purposes. The parties intend for ECHS students requiring disability accommodations to request accommodations under College Policy and Chancellor's Procedures. The College shall be responsible for providing the dual credit or college course accommodation—except that TISD shall share the costs incurred in providing dual credit or college course accommodations to ECHS students with the College.

10.5 **Student Ambassadors.** TISD shall provide one leadership training academy for selected ECHS students (10 per year) to cultivate new ambassadors to serve the ECHS until graduation.

Article 11

Additional Terms and Conditions

11.1 **Term.** This Agreement's term runs from the date of last signature through July 31, 2022—except that the parties may renew this Agreement in writing for three additional one-year periods at the term's expiration.

11.2 **Termination.**

(a) **Termination for TEA nonrenewal.** If the TEA does not grant ECHS renewal authority to the parties, then either party may promptly terminate this Agreement.

(b) **Termination for convenience.** Either party may terminate this Agreement for convenience at any time and for any reasons, except that the terminating party must provide the other party a written termination notice 60 days before the end of any Academic Year. The termination shall be effective at the end of the Academic Year. The parties shall use reasonable efforts to comply with all of the following until the termination is effective: (1) continue to adhere to the TEA ECHS Design Elements; (2) suspend new student enrollment; (3) transition the ECHS freshmen, sophomore, and junior cohorts at the time of termination to high schools TISD designates; and (4) continue to serve the ECHS until the ECHS senior cohort at the time of termination graduates.

11.3 **Notices.** The parties shall give notices required under this Agreement by mail with registered or certified postage prepaid with return receipt requested. The addresses in this paragraph are accurate for this purpose.

Superintendent
Tomball Independent School District
310 S. CHERRY ST.
Tomball, TX 77375

Office of the General Counsel
Lone Star College System
5000 Research Forest Drive
The Woodlands, Texas 77381

11.4 **Amendment.** The parties may amend this Agreement through written agreement. If the THECB or TEA adopts new ECHS program guidelines during this Agreement's term, then the parties shall accordingly amend this Agreement.

11.5 **Insurance.** The parties shall maintain—at their own cost—any one or more insurance policies legally required by public or contract law.

11.6 **Indemnification.** To the extent authorized by Texas law, each party shall indemnify and hold harmless all agents, servants and employees of the other party from and against all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in

the performance of this Agreement—except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act, or omission of the other party.

11.7 Independent Contractors. The TISD and the College acknowledge each is an independent contractor.

11.8 Governing Law. The parties acknowledge that this Agreement, the interpretation of its terms, and disputes arising from it, shall be governed by the laws of Texas. The parties hereby consent to jurisdiction and venue in the state and federal courts for Montgomery County, Texas for disputes regarding this Agreement.

11.9 FERPA and Data Sharing. The parties may disclose ECHS student education records under FERPA as required or as needed for this Agreement's purposes. The parties intend to honor their respective FERPA obligations. TISD shall acknowledge the application of FERPA's post-secondary rules regarding ECHS students enrolled in dual credit or college credit only courses.

11.10 Publicity. The parties shall not use the other party's name, logo, or likeness in any written or electronic medium without receiving each other's prior written approval.

11.11 Severability. The parties intend that if any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable, this Agreement's balance will survive.

11.12 Waiver. Any waiver claim responsive to an Agreement violation shall be void—except that a written waiver that specifically cites the term, provision, or condition waived shall be valid. The parties acknowledge that waiving a term, provision, or condition once does not bind the waiving party in subsequent instances—except that a written waiver that specifically cites the waiver as perpetual or ongoing shall be valid.

11.13 Authority to Contract. Each person signing this Agreement states that they have the authority to execute this Agreement.

11.14 Survival. Provisions in this Agreement which are expressed to operate or to have effect after termination shall remain in effect after termination.

11.15 Integration. This Agreement constitutes the entire agreement regarding this Agreement's subject matter between the parties. The parties acknowledge that this Agreement shall not be amended, modified, or supplemented except in writing and signed by each party's authorized representative.

11.16 Limit of Liability. The parties shall not be liable under this Agreement for indirect, incidental, special, or consequential damages of the other party resulting from that party's breach of this Agreement.

11.17 Limitations on Authority. The parties acknowledge that there are constitutional and statutory limitations on the College's authority, a state agency in some respects, to enter into certain contractual terms and conditions such as those relating to liens on College property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and

conditions related to the Limitations shall not bind the College except to the extent authorized by the laws and Constitution of the State of Texas.

11.18 Legality. This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any other regulatory body thereof having jurisdiction.

This Agreement becomes effective when all parties have signed it. This Agreement's date shall be the date the last party signs it (as indicated by the date associated with that party's signature).

[SIGNATURE PAGE FOLLOWS]

TOMBALL INDEPENDENT SCHOOL DISTRICT

By: Michael Pratt Date: 9/24/20
Michael Pratt, President, TISD Board of Trustees

By: Dr. Martha Salazar-Zamora Date: 9/24/20
Martha Salazar-Zamora, Ed.D., Superintendent of TISD

LONE STAR COLLEGE SYSTEM DISTRICT

By: _____ Date: _____
Stephen C. Head, Ph.D., Chancellor of Lone Star College