



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 11/14/23

Item Title: Memorandum of Understanding X Action
between Brownsville ISD and Texas Information
Southmost College Discussion

BACKGROUND:

Dual enrollment stands as a robust academic initiative within the Brownsville academic community which rigorously supports our students as they prepare for post-secondary education and careers of choice. All Brownsville Early College High Schools provide opportunities for their students to earn both high school and college credit while participating in the Dual Enrollment program. We are currently following the MOU approved on 09/07/2021. These students represent all Early College High Schools in the district.

FISCAL IMPLICATIONS:


Function 11: Local categorical Budget Funds: Approximately \$390,000 (Based on student participation)


RECOMMENDATION:

Recommend approval to continue a partnership with Texas Southmost College to provide dual program opportunities to students. These programs expand and enhance dual enrollment/dual credit options. This agreement shall continue from year to year unless amended or terminated in writing by either party. Services and items to be purchased are subject to the District's needs and funding. Approximate cost: \$390,000.

Dr. Norma Ibarra-Cantu 
Submitted by: *Secondary Executive Director*

Dr. Norma Ibarra-Cantu 
Recommended by: *Secondary Executive Director*

Miguel Salinas 
Reviewed by: *Staff Attorney*

Beatriz Hernandez 
Approved by: *Chief Academic Officer*

Approved for Submission to Board of Education:


Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Isela Vieyra

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, October 30, 2023 4:54 PM
To: Isela Vieyra
Cc: Miguel Salinas; Lea Ohrstrom; Minerva Almanza
Subject: [EXTERNAL]Re: Mou. Bisd and Texas Southmost College

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Approved as to form.

Sincerely,
Priscilla

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Friday, October 27, 2023 3:39 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: Mou. Bisd and Texas Southmost College

Good afternoon Ms. Lozano,

Please find the attached contract for your review and approval.

Thank you,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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ACADEMIC AGREEMENT

between
Texas Southmost College
and
Brownsville Independent School District

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

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

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

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

2. Goals of the Dual Program

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

- a. **Goal 1:** TSC and the BISD will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of the dual programs, including enrollment and fee policies, including the following:
 - i. TSC and the BISD will collaborate to host information sessions for students and parents concerning dual programs opportunities, benefits and cost.
 - ii. TSC and the BISD agree to maintain the most current information on their respective webpages concerning the dual programs, including enrollment and fee policies.

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

3. Eligible Courses

- a. In accordance with Rule 4.85 of Title 19 of the Texas Administrative Code (TAC), TSC may offer the following types of courses for dual programs:
 - i. Courses that are in TSC's Core Curriculum (available on the TSC website);
 - ii. Courses in an active field of study curriculum (developed by the Texas Higher Education Coordinating Board under Section 61.823) or program of study curriculum (developed by the Texas Higher Education Coordinating Board under Section 61.8235);
 - iii. Career and Technical Education (CTE) courses that apply to any certificate or associate's degree offered by the institution providing credit including: (a) Courses contained in the Workforce Education Course

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

4. Student Eligibility

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

5. Location of Class and Class Composition

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

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

6. Faculty Qualifications, Selection, Supervision, and Evaluation

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

7. Course Curriculum, Instruction, Grading, and Materials

- a. Designated personnel of each party shall be responsible for monitoring the quality of instruction to assure compliance with this Agreement and all applicable standards established by the State of Texas, the Southern Association of

Colleges and Schools Commission on Colleges (SACSCOC), Texas Southmost College, and the School District, as applicable.

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

8. Enrollment Including Admissions and Registrations

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

9. Awarding of Credit and Student Withdrawals

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

10. Provision of Student Learning and Support Services

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

11. Funding Provisions

- a. In order to make the attainment of college credit as accessible as possible for students and their families, tuition and lab fees, as applicable, for all School District students who are accepted for enrollment in Dual Programs will be waived by TSC.
- b. The School District will be responsible for the following non-course based fees:
 - i. A non-refundable \$5.00 Records Fee per student per semester payable by the School District to TSC.
 - ii. Fees for liability insurance required by certain programs, as identified in the Dual Programs Manual (refer to Fee Schedule in Appendix x).
 - iii. Testing fees for certain national and state-level industry certification exams (e.g., ASE, ICAR, EPA, etc.) embedded in Career and Technology courses (refer to Fee Schedule in Appendix x).
 - iv. Instructor fees when TSC provides the faculty for the dual programs course (refer to Fee Schedule in Appendix x).
 - v. Mileage reimbursement paid to a TSC Instructor who travels to the designated high school to teach dual programs course(s) (based on GSA mileage rate).

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

12. Academic Policies

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

13. Family Educational Rights and Privacy Act and Nondiscrimination

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

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

allegation process on campus. TSC is committed to upholding this policy to be sure it does not violate any local, state, or federal laws including but not limited to Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as well as TSC policies. The parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or TSC or School District policies.

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

14. Term, Effective Date and Termination

The effective date of this Agreement is 7/21/23. This Agreement shall continue from year to year unless: federal or state regulations necessitate a change, or either party provides the other with at least sixty (60) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate on (a) the sixtieth day after the notice is received at the end of such sixty (60) days; or (b) the date on which all students enrolled in dual credit courses at the time that such notice is given have completed those dual credit courses, whichever event occurs last.

15. Signatures

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

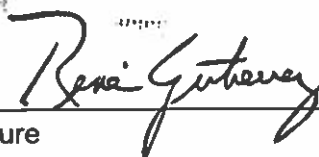

Jesus Roberto Rodriguez (10/21, 2023 11:30 CDT)

Signature

Dr. Jesus Roberto Rodriguez
President
Texas Southmost College

10/21/2023

Date



Signature

Dr. Rene Gutierrez
Superintendent
Brownsville Independent School District

11/15/23

Date



ANNEX A - Agreements Governing the Provision of Dual Credit Instruction under the Early College High School Model

1. **Guiding Principles:** The Early College High School Model, TSC, and ISD will operate by the following principles:

- a. Collaboration in planning, implementation, and continuous improvement of the Early College High School Model program, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- b. Provision of rigorous instruction in academic transfer and career and technical courses.
- c. Financial collaboration that assists each party in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- d. Assurance that federal, state, and local funds such as Average Daily Attendance, High School Allotment, Title I, Special Education, Gifted and Talented, and formula funding, etc., will follow the Early College High School Model student.
- e. Enrollment of students that reflect the diversity of the region served by the Early College High School Model and adhere to the Texas Education Agency's (TEA) Early College High School Blueprint.
- f. On-going collaboration between ISD and TSC to promote alignment and sharing of best practices in the areas of curriculum development, instruction, and assessment, as well as academic advising of students.

2. **Scope of Agreement and Limitations of Authority:** The Scope of the AGREEMENT and the parties agree as follows:

A. Governance

(1) The Early College High School Model will:

- a. be governed by ISD and subject to ISD, state, and federal policies; and
- b. will operate within the operating hours to be established by the parties.

(2) The ISD Campus Principal and/or ECHS Director:

- a. Will operate the Early College High School within the rules and guidelines established by TEA, ISD, and TSC, as well as all applicable local, state, and federal guidelines with respect to the following:
 - i. governance
 - ii. staffing
 - iii. budget
 - iv. student assessment, curriculum and scheduling
 - v. professional development
 - vi. access to school and student data for Early College High School Model students with permission of TSC
 - vii. parent and community involvement consistent with the mission and needs of the school.

- b. Will report to the ISD Superintendent or designee through the established ISD governance structure;
- c. Will report to the Superintendent's designee on academic and operational issues concerning the Early College High School Model and TSC.
- d. Will coordinate with the ISD Advanced Academics Office at least annually to evaluate and report findings of the Early College High School Model to the TSC President or designee and ISD Superintendent or designee.
- e. Is the primary contact for the Early College High School Model with the community and TSC partners;
- f. Is the manager of any sub-contract with ISD, the primary grantee for the Early College High School Model funds; and when applicable.
- g. Will be an employee of ISD. ISD will be responsible for payment of benefits.

(3) Early College High School Leadership Committee

- a. This body will serve as an advisory committee in establishing policies and developing a coherent program across institutions for improvements based on collection of data.
- b. Membership on the Council may include, but will not be limited to, representatives of ISD and TSC, as well as community members. The specific membership of the ECHS Leadership Committee will be determined by the Superintendent of ISD and the President of TSC.
- c. The committee will be co-chaired by ISD and TSC. Chairs for the Leadership committee will be selected by the Superintendent of ISD and the President of TSC.
- d. This committee will meet at least four times per year.

B. Eligible Courses

In accordance with Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, TSC may offer the following types of courses for dual credit:

- a. Courses that are in TSC's Core Curriculum (available on the TSC website);
- b. Career and Technical Education (CTE) courses; and
- c. Courses that satisfy specific degree plan requirements leading to the completion of Board approved certificates; AA, AS, and AAS degree programs; or Field of Study Curricula.

C. Awarding Credit for Courses

TSC will award credit for courses which have been approved and which appear in the Dual Credit Course Alignment Agreement (found in the ISD Course Listing Guide) for the Early College High School Model and any required course for an Associate Degree. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with Texas Higher Education Coordinating

Board requirements and TEA requirements for high school graduation and shall be taught at a more advanced level than courses taught at the high school level.

D. Duties of TSC

TSC shall have the following duties:

- a. In order to comply with the Early College High School Benchmarks, TSC will offer up to an Associate Degree or 60 SCH toward the completion of a 60-SCH program of study.
- b. Collaborate with ISD to ensure the application of high educational standards in all dual credit courses offered under the Early College High School Model;
- c. Coordinate with the Early College High School Model counselors to ensure that all TSC Core Curriculum courses are in the students' Individual Graduation Plan;
- d. Designate personnel to monitor the quality of instruction for the Early College High School Model in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC);
- e. Participate in support of Early College High School Model principles as appropriate and provide feedback to the ECHS Director or the principal; provide course alignment support, as necessary, for transition of Early College High School Model graduates to a four-year college;
- f. Provide all enrolled Early College High School students access to all instructional and non-instructional resources available on the campus of TSC. All constraints of existing contracts will be in place and enforced. ECHS students will be excluded from the Recreation, Education, and Kinesiology Center (REK) to avoid liability;
- g. Issue TSC student identification (ID) cards to all enrolled Early College High School students. The TSC ID card and an official photo ID (e.g., driver's license) will be required to secure access to the instructional and non-instructional resources provided by TSC;
- h. Provide internet access for the Early College High School Model teachers and administrators when present on the TSC campus;
- i. Issue TSC visitor parking passes, as necessary, to Early College High School teachers, administrators, and students in order to facilitate Early College High School Model activities and functions; and
- j. Serve as the fiscal agent and manage public and/or private grant funds awarded/allotted to TSC for the Early College High School Model.

E. Duties of ISD

ISD shall have the following duties:

- a. Serve as the fiscal agent and manage public and/or private grant funds awarded/allotted to ISD for the Early College High School;
- b. Collaborate with TSC faculty in the design and implementation of all dual credit courses for the Early College High School Model to assure that learning outcomes enable students to achieve academic

- proficiencies established by the Texas Higher Education Coordinating Board and Texas Education Agency;
- c. Pay the salaries of the Early College High School Model teachers employed by ISD who teach Early College High School Model students;
 - d. Ensure that all enrolled Early College High School students meet the minimum required contact hours prescribed by the Texas Higher Education Coordinating Board for the courses in which they are enrolled;
 - e. Provide transportation to and from Early College High School Model campuses and the TSC campus, as required, in satisfaction of the goals of the Early College High School Model;
 - f. Ensure that all ISD high school courses offered under the Early College High School Model are in the students' Personal Graduation Plans (PGP);
 - g. Assess each student for readiness to engage in college-level course work prior to the student's enrollment in dual credit classes under the Early College High School Model;
 - h. Use any instrument otherwise approved by the Board for college readiness assessment purposes in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part I, including, but not limited to, State of Texas Assessment of Academic Readiness (STAAR)/End-of-Course (EOC), Texas Success Initiative Assessment (TSI), ACT scores, and SAT scores. ISD will pay for required testing; and
 - i. Provide TSC the pre-assessment activity (PAA) verification for all ECHS students participating in college courses, upon request.

F. Joint Duties

- a. ISD and TSC are jointly responsible for the development and implementation of an evaluation process to determine the effectiveness of the Early College High School Model. Measures of effectiveness will include, but are not limited to, student results on the K-12 accountability assessments (e.g., TSI, Advanced Placement (AP) EOC, STAAR) and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, and graduation rates).
- b. ISD and TSC will adhere to all hiring criteria set by the State of Texas, TEA and the THECB to ensure that all employees who have regular contact with Early College High School Model students have a criminal background check on file.

G. Instructional Calendar

TSC and ISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by ISD and TSC shall be followed by the Early College High School Model.

H. Media and Public Relations

Media and public relations regarding the Early College High School Model will be managed according to ISD and TSC protocols.

I. Satisfactory Academic Progress (SAP)

Early College High School Model students will be expected to adhere to the SAP policies and procedures.

J. Instructional Policy

ISD Early College High School instructors will ensure that classes taught under the Early College High School model conform to requirements established by the State of Texas as promulgated by the Texas Higher Education Coordinating Board with respect to course content, delivery of instruction, assessment, and grading policies.

K. Grading

ISD Early College High School instructors will adhere to ISD requirements and policies for grade reporting, following TSC's approved curriculum as set forth in the course syllabus; TSC instructors will adhere to all TSC policies and procedures for grade reporting and provide a term grade to the campus ECHS director or designee. TSC will enter letter grades for transcription purposes.

3. **Term:** The effective date of this Agreement is _____. The Agreement will remain in full force and effect unless modified or revoked by one or both parties.
4. **Right of Revocation:** Either party may terminate this AGREEMENT on 120 days written notice to the other party. Termination may occur immediately upon the material breach of this AGREEMENT by one of the parties. A breach of this AGREEMENT includes, but is not limited to, a violation of the policies and rules of TSC or ISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has thirty (30) days to cure the breach. If this AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their coursework.
5. **Provisions for Discontinuing ECHS Operation:** In the event that TSC and ISD decide to discontinue the operation of the Early College High School Model, the provisions for services to the currently enrolled students are as follows:
 - a. The 12th grade cohort shall continue operation through its scheduled graduation from the Early College High School Model.
 - b. While in the process of discontinuing operation, the Early College High School Model will continue to provide all required Early College High School Model design elements and support for all students.

Limitations of Authority:

- a. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the TSC and ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
 - b. No party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the TSC and ISD Legal Departments and Boards of Trustees.
 - c. No party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
7. **Amendment:** The Parties acknowledge that it may be necessary to amend and modify this Agreement from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

8. Terms of the Data Sharing Agreement:

- a. **Use of Data:** Student data shared by TSC with ISD shall only be used exclusively for the fulfilling of the express objectives of ISD's Early College High School program. TSC student data accessible to ISD and data of current and prospective students, or of TSC employees or alumni, collected by ISD shall constitute the sole property of TSC. This data shall not be shared with third parties without the written permission of TSC. Data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this inter-local agreement without the express written permission of TSC.
- b. **Data Destruction/Deletion:** Any data no longer required for the ISD's ECHS program shall be destroyed no later than seventeen years from the date of its initial receipt. Upon cancellation, termination or non-renewal of this agreement, ISD shall destroy, securely wipe or delete, or transmit to TSC all data shared or collected in the course of this initiative.
- c. **Prohibition on Mobile Devices and Removable Media:** Under no circumstances may TSC personnel involved in the handling, transmittal, and/or processing of data transfer or store unencrypted TSC-provided data on mobile devices (such as PDAs, smart phones, tablets, notebooks) or removable storage media.
- d. **Notification of Security Breaches:** ISD agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personal information of a TSC student, prospective student, employee, alumni, or other TSC-affiliated person or entity was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, ISD shall immediately notify TSC of the breach of the security system containing such data within 24 hours, comply with all notification actions, and/or assist TSC with all notification actions required by TSC policy and the law. ISD will notify TSC of any security breaches by contacting the chief information officer.
- e. **Data Elements:** FERPA allows schools to disclose records, without consent, to school officials with legitimate educational interests. TSC has designated ISD's ECHS program personnel as school officials with legitimate educational interests. As such, TSC will provide such individuals with access to review education records in order to

fulfill their professional responsibilities defined in the scope of work. Data shared with
ISD shall be limited to the data elements specifically defined and authorized by TSC.