



**BOARD BUSINESS MEETING A**

**Monday, December 5, 2022**

**5:45 PM**

**Board Room**

**514 W. Quincy Street  
San Antonio, TX 78212**

**AGENDA**

<b>1. Meeting Called to Order</b>	
A. Roll Call of Board Members Present and Declaration of Quorum Present _____	
Absent _____	
1. Mrs. Christina Martinez	
2. Ms. Alicia Sebastian	
3. Mr. Arthur Valdez	
4. Mr. Ed Garza	
5. Ms. Leticia Ozuna	
6. Mrs. Patti Radle	
7. Mrs. Sarah Sorensen	
B. Recording of Superintendent Present	
1. Dr. Jaime Aquino	
C. Pledge of Allegiance to the U. S. Flag	
D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."	
E. Citizens' Presentations - 60-minute total time limit for this item	
<b>2. Governance</b>	
A. Presentation on Always Learning: San Antonio ISD's Strategic Management Plan	4
<b>3. Consent Agenda</b>	
A. Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) Program	30
B. Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and Alamo Colleges District for the SAISD	116

**BOARD OF TRUSTEES**

Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Jaime Aquino, Superintendent



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

- C. Approval to Revise and Review Board Policy CDA(LOCAL) – Other Revenues: Investments 309
- D. Approval of Monthly Budget Reports and Amendments for December 2022 316

**4. Closed Session**

- A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and 551.076)
  - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
  - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
  - 3. Consultation with Superintendent and discussion regarding the appointment of the candidate for the position of Interim Executive Director for Charter Schools and District Grants subject to the Superintendent’s authority to reassign. (TGC 551.074)
  - 4. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
  - 5. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
  - 6. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
  - 7. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
  - 8. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

**5. Adjournment**

- A. Adjournment

**NOTICE:**

- 1. The Board may go into executive session at any time during the meeting for personnel, real estate, security, school children, negotiated contracts for prospective gifts or donations,

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Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Jaime Aquino, Superintendent



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
OFFICE OF THE SUPERINTENDENT

Posted Friday, December 2, 2022 at 4:30 p.m.

514 W. Quincy St.  
San Antonio, TX 78212  
www.saisd.net  
210.554.2200

consultation and/or legal issues, or as otherwise permitted under the Open Meetings Act, as set out in Subchapter 551 of Title 5 of the Texas Government Code.

2. Recess: The Board of Trustees may recess the meeting at any time and reconvene the meeting within 24 hours. The reconvened meeting will occur at the same location as the original meeting and will address the original agenda without the need for reposting.

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at (210) 554-2289 by 12:00 p.m. on the date of the meeting.

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Sarah Sorensen, Trustee  
Dr. Jaime Aquino, Superintendent

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Presentation on *Always Learning: San Antonio ISD's Strategic Management Plan*

**PURPOSE:** [X] PRESENTATION/DISCUSSION  
[ ] DISCUSSION/ACTION

**REQUESTED BY:** Dr. Jaime Aquino, Superintendent

**PRESENTER:** John Norman, Chief Strategy Officer

**MEETING DATE:** December 5, 2022

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### I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will hear a presentation on *Always Learning: San Antonio ISD's Strategic Management Plan*. When completed, this plan will be a detailed roadmap that shares the innovative ideas and initiatives that the district believes are necessary to achieve our 5-year goals and become a true destination for transformational learning. The process includes extensive engagement of employees and our broader SAISD *familia*.

The presentation will explain what is a “strategic management plan”, why we are developing this plan, and what will be included in it. Staff will also provide an overview of the development process, including the extensive engagement with staff and the community, as well as the next steps in the timeline. The final plan will be presented to the Board on February 27, 2023.

### II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

### III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

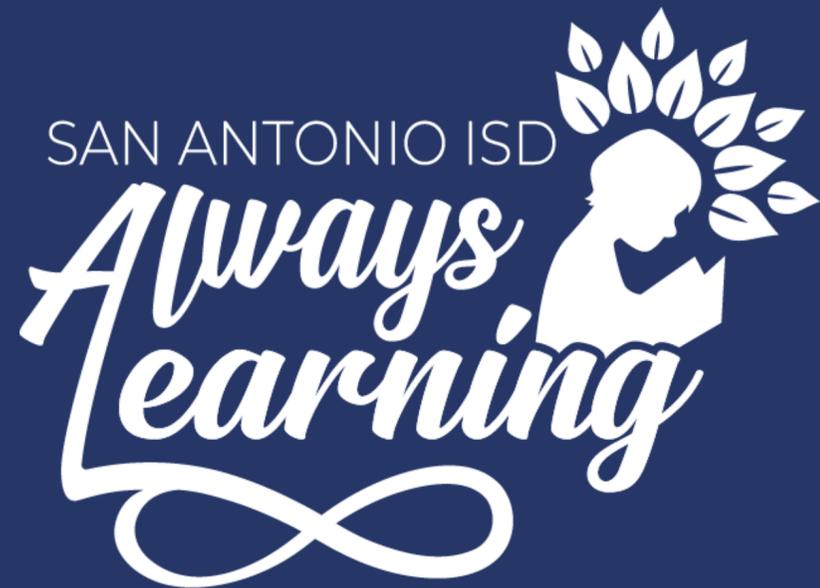
### IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the

percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

**The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)**

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



## Introduction and Interim Update

John Norman | Chief Strategy Officer | December 5, 2022



# Tonight's Agenda

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1. *Always Learning* Foundation and Organization
  - Pause for Questions
2. *Always Learning* Drafting and Internal Engagement
  - Pause for Questions
3. *Always Learning* External Engagement and Implementation
  - Closing and Questions

# Our Declaration Statement

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The San Antonio ISD is an inclusive *familia* that is the destination for transformational learning that makes the impossible a reality by demonstrating an urgent and relentless commitment to love, nurture, and teach all our students as if they are our own so that they realize their power to shape the world.



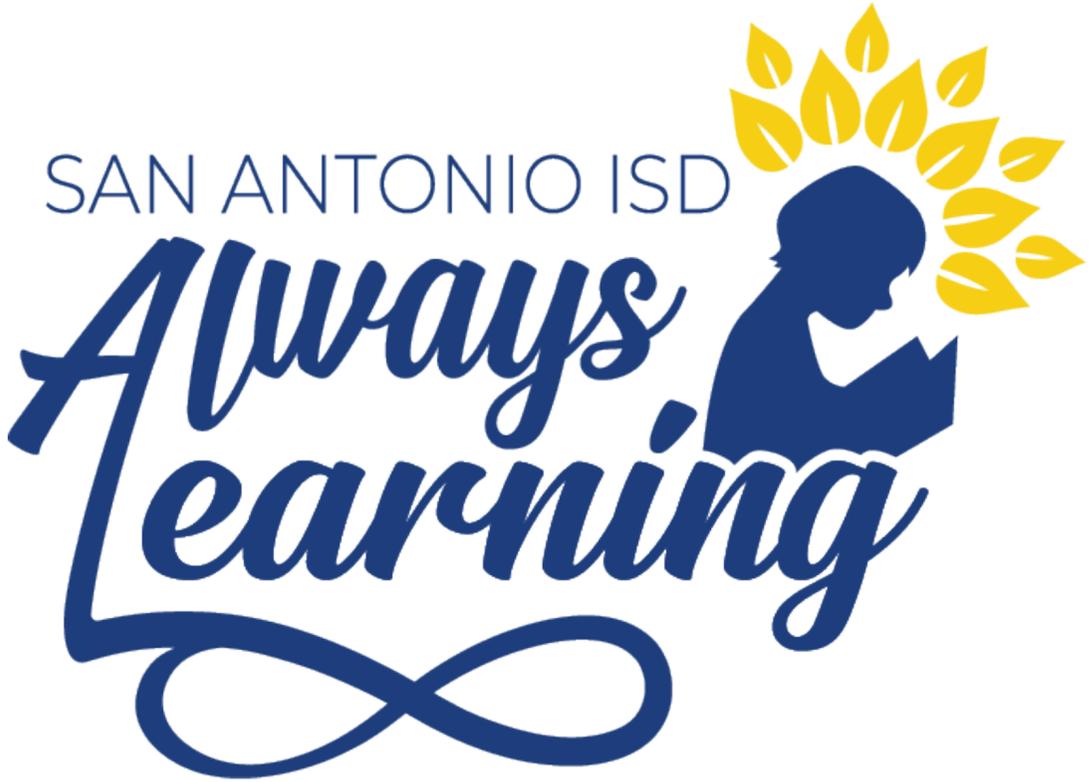
# 5-Year Board Goals and Guardrails



The full goals and guardrails may be found at <https://www.saisd.net/page/dis-board-goals>

# Bringing the goals to life with *Always Learning*

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[Always Learning Video](#)

# ***Always Learning is not the typical strategic plan***

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Always Learning is not your typical strategic plan with a vision, mission statement, and a handful of goals.

***Always Learning is a strategic management plan.***

It is a **detailed roadmap** that shows how we as a district will come together to make miracles happen for our students. The plan is longer and more detailed than what most school districts offer, and it is built with **activities, timelines, and budgets in mind.**

*It is also a **living document** that we will continue to improve.*

# The Always Learning Journey



# *Always Learning* is organized in Four Sections

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## **Our Students: Our Inspiration**

As a community we acknowledge that our responsibility is to prepare our next generation, without regard to skin color, language, gender, or socioeconomic status.

## **Our Staff: Our Strength**

As a district we commit to build San Antonio ISD into a destination district where great people come from across the region, state, and country to perfect their craft.

## **Our Organization: Our Heartbeat**

As *familia* we count on San Antonio ISD to be a system of excellence where both students and staff thrive - and always learn.

## **Our Community: Our *Familia***

As a society we share a single purpose: to make schools worthy of our families' dreams for their children.

# Each Section has Components, Objectives, & Activities

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Within each Section, here is how the plan is organized:

- **Components**
  - **Objectives**
    - **Activities | Timeline | Outcomes**

Always Learning has 12 components. Within each component, there are multiple objectives and activities.

# Sample Page from *Always Learning*

## Our Students: Our Inspiration

**Component I:** SAISD will communicate a clear vision of thriving people and learning spaces where students and staff succeed to their fullest potential.

**Objective A:** Create clear definitions and standards that embody our highest hopes for our students, staff, and the schools.

Activity	Timeline	Outcomes
<p>1. Create profiles of thriving students that outline standards at each milestone of the educational journey from pre-K through 12:</p> <ul style="list-style-type: none"> <li>• Knowledge</li> <li>• Skills</li> <li>• Dispositions</li> </ul>	<ul style="list-style-type: none"> <li>• Use existing advisory councils and related stakeholder groups to develop standards anchored in research starting in February 2023.</li> <li>• Collaborate with the Urban League and ImmSchools to design a human-centered community-engagement process to review drafts by July 2023.</li> <li>• Review final drafts and implement by August 2023.</li> <li>• Develop a review process that evaluates the ways in which we are and are not meeting standards, explore the range of options for meeting standards, and select and implement them by August 2024.</li> </ul>	<p>Families and staff have clear and transparent profiles that are shared with staff through the employee portal and with families through the SAISD families &amp; Students webpage.</p> <p>Profiles of thriving students are used to:</p> <ul style="list-style-type: none"> <li>• Ensure students graduate ready for a career or college; Ensure students possess the social and emotional skills needed for post-secondary success; Determine multi-tiered systems of support; Align opportunities for enrichment; Inform decisions for the strategic allocation of resources – such as people, money, time and facilities; Teachers can collaborate with families on grade-level outcomes by reviewing profiles with families during fall parent-teacher conferences each year.</li> </ul>



# Pause for Questions



# *Always Learning Engagement*

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Always Learning is a detailed plan, so we want to give it the full consideration it deserves from a wide range of voices within our SAISD *familia*.

## **We'll gather feedback in three stages:**

- Stage 1 – Drafting
- Stage 2 – Coaching
- Stage 3 – Internal and External Feedback

The process will finish with a refined version of the plan that has received the broadest possible input.



# Engagement Phase 1 - Drafting

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In the first phase, the **Executive Team and Department Leaders** spent a month tackling these essential questions through vigorous research, debate, and writing:

- **How do we bring the Goals and Guardrails to life** with actionable plans and strategy that reflect best practices and high expectations?
- **How can we organize and align initiatives** in the plan so that we're breaking down siloes and revealing connecting themes in our work?
- **How can we engage staff and community** in the deepest and broadest way possible to improve our ideas?
- **How do we make sure the community owns the plan** now and into the future?

Our goal was to create a draft that is comprehensive, cohesive, and tells a compelling story about the district and schools we aspire to create for our students.

# Engagement Phase 2 - Coaching

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For the second phase, we created the ***Always Learning Coaching Team***

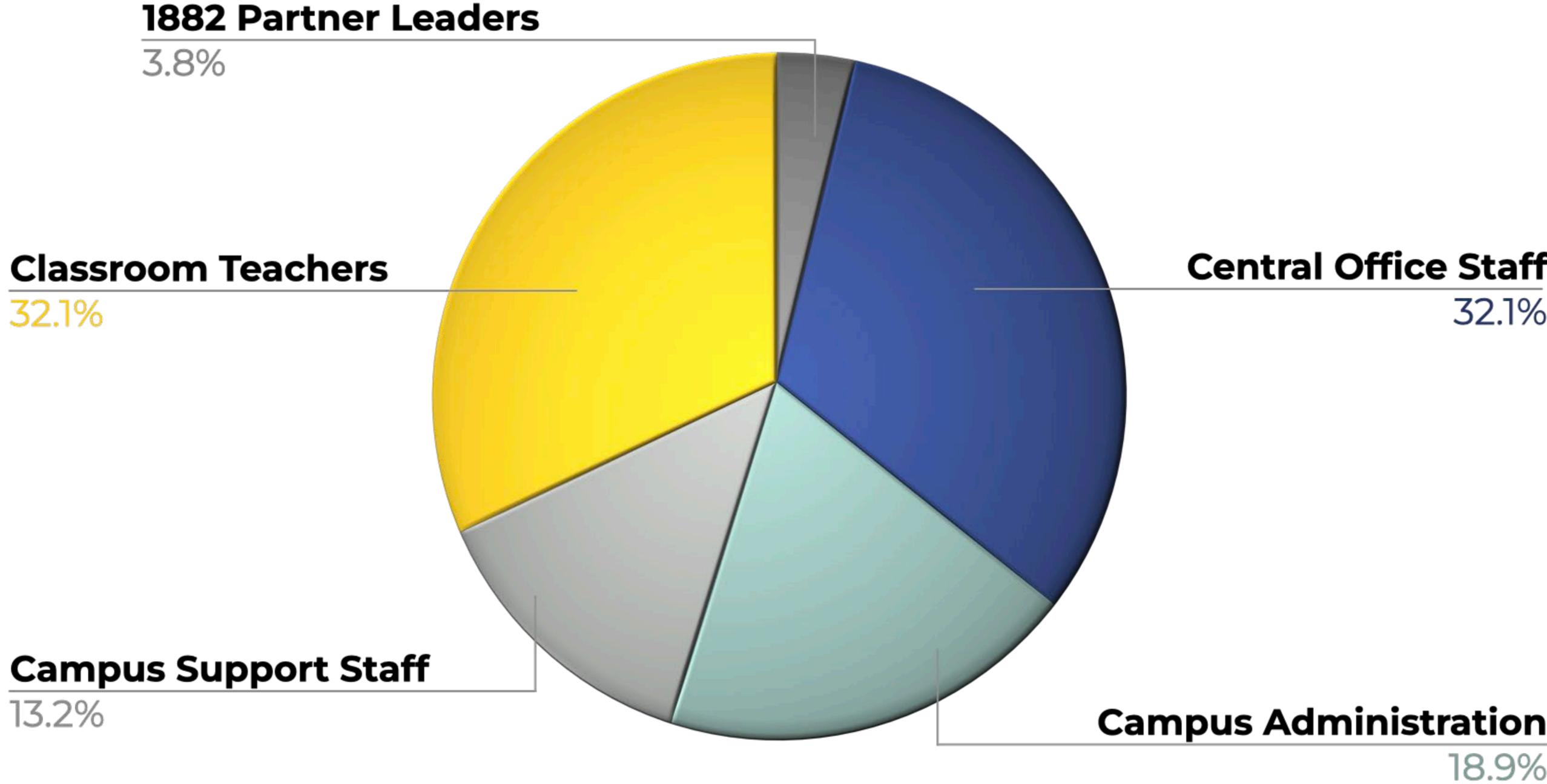
- 50+ SAISD educators selected by district and campus leaders because we knew they could contribute to the plan and bring it further to life
- Serving as coaches who will read, analyze, and edit our first draft
- Meeting after school 6 – 7 times in December from 4:30 p.m. to 8:30 p.m.

The goal is to refine our first draft with the coaching team's experience and expertise and make sure the plans are doable.

*Special thanks to Harris Middle School for hosting our meetings!*



# More Information on the Coaching Team



# Coaching Team Schedule

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Tuesday, November 29	Kick off Meeting and Reception
Thursday, December 1	Working Session 1
Tuesday, December 6	Working Session 2
Thursday, December 8	Working Session 3
Saturday, December 10	Optional Working Session
Tuesday, December 13	Working Session 4
Thursday, December 15	Working Session 5 and finish line reception.

# Engagement Phase 3 – Internal Staff Feedback

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On January 2<sup>nd</sup>, we will provide **ALL** SAISD employees the opportunity to engage with the *Always Learning* draft

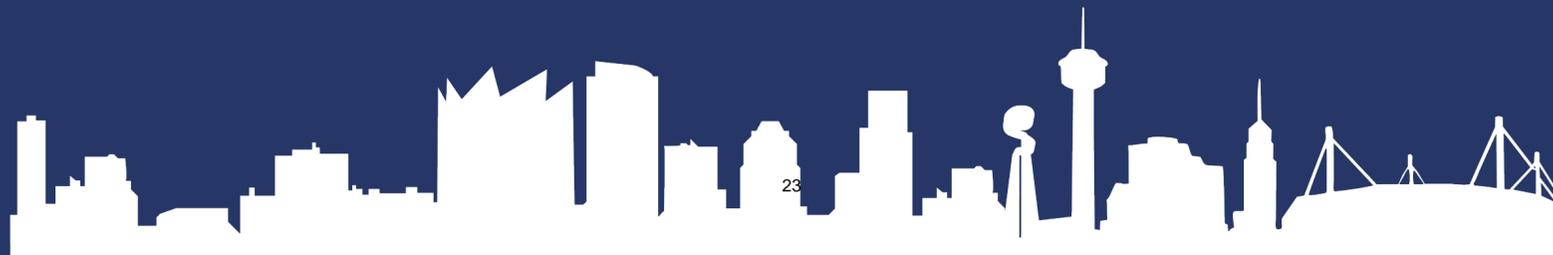
- Campus sessions led by campus administrators
- Department sessions led by department leaders

All presenters will use a standard presentation template and protocol to ensure a robust and consistent level of engagement.

All employees will be invited to complete a survey to gather their feedback. This feedback will be analyzed and will inform the next draft of the plan.



# Pause for Questions



# Engagement Phase 3 – External Feedback

- *Always Learning* website on Jan. 2
- All-community survey
- Multiple campus events
- Facilitated focus groups
- Community Summit



Feedback will be gathered on ongoing basis and inform the final draft that will be presented to the Board of Trustees on Feb. 27.

# The Children's Cabinet and Community Ownership

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It is critical that the community own this plan into the future.

If the plan is owned by the community, **it will live beyond changes in district leadership** (Board or Superintendent.)

**The San Antonio ISD Children's Cabinet** will help ensure this sustainability and ownership.

- Diverse group of local leaders and national experts
- Meet quarterly to monitor progress, advocate for, and continue to improve upon *Always Learning*
- Will be assembled and begin meeting in Spring 2023

*Special thanks to the **Schusterman Foundation** for their support.*

# *Always Learning* Timeline

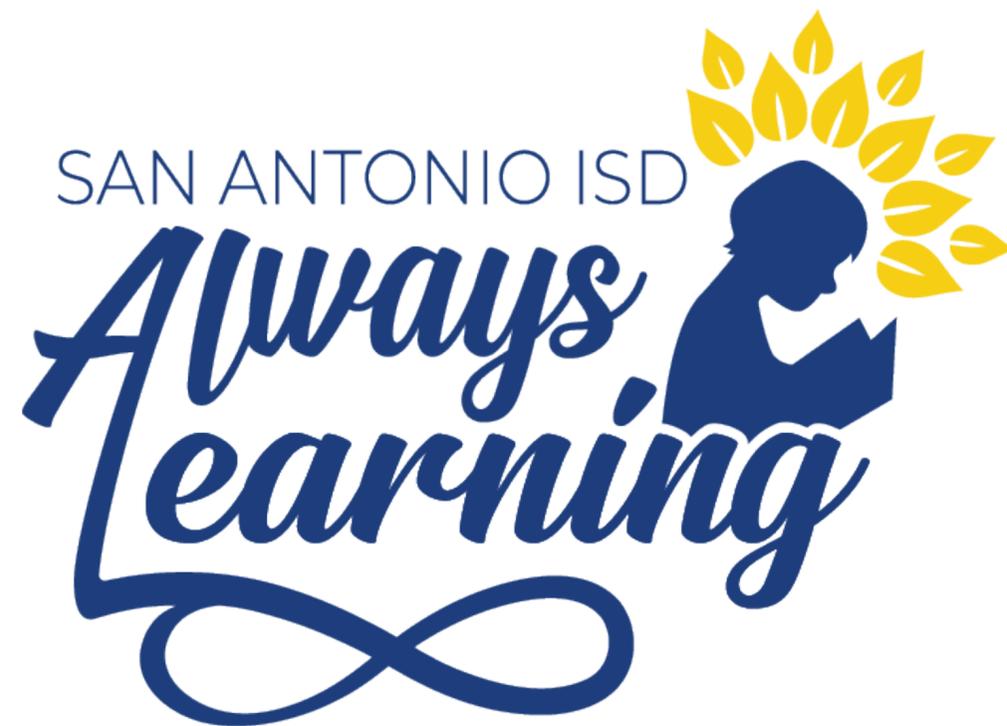
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<b>Phase</b>	<b>Timeline</b>
Research and plan development	September - November
Staff coaching and plan revisions	December - January
Internal and external engagement and plan revisions	January - February
Presentation of final plan to SAISD Board	February
Plan communication	March - May
Plan implementation	March - ongoing

# Our hope for *Always Learning*

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When we bring the final plan to the SAISD Board on February 27<sup>th</sup>, *Always Learning* will be **the road map to making miracles happen** for our students, and we will know that road map was created from **deep and broad engagement with our staff and community.**

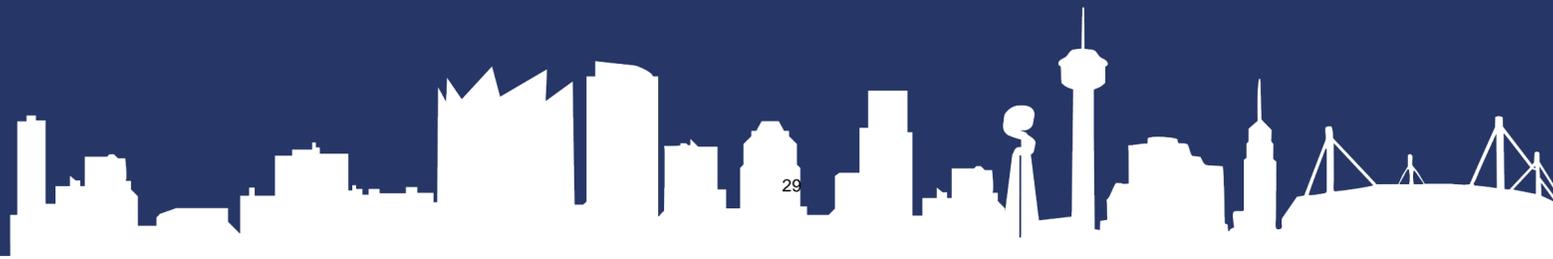


# The Always Learning Journey





**Thank you!**



## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) Program**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                               **DISCUSSION/ACTION**

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Liz Ozuna, Executive Director, College Readiness/Postsecondary Initiatives

**MEETING DATE:** December 5, 2022

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the renewal of the Memorandums of Understanding (MOUs) between SAISD and the Alamo College District (ACD) for the Early College High School (ECHS) Programs at Brackenridge Early College High School, St. Phillip’s Early College High School, and, Travis Early College High School. This renewal will take the place of the current addendum that extended last year’s agreement giving us time for additional negotiations to clarify our partner colleges’ roles in student support.

The ECHS model blends high school and college coursework to enable students to simultaneously earn a high school diploma and up to two years of transferable college credit (60 hours), with the possibility of an associate degree, tuition free. These campuses must continue to meet state criteria for designation, reapplying annually to continue with the designation. In 2020, SAISD entered an 1882 partnership with the ACD to create the Alamo Colleges Network (ACN). The partnership includes Travis ECHS, St. Phillip’s ECHS and Fox Tech PTECH and is responsible for supporting student outcomes, developing and supporting campus leadership, and paying the college tuition and instructional materials fees for the campuses included in the partnership. Currently, ECHS campuses serve approximately 1,000 students graduating between 250 and 300 students per year.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approves the renewal of the MOUs as presented for the three early college campuses: Brackenridge ECHS, St. Philips ECHS, and Travis ECHS for the 2022-2023 school year.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

Approximately \$200,000 in local funds for Brackenridge student tuition and materials. Travis and St. Phillip’s are funded through the Alamo College Network (ACN) partnership.

**IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)**

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

**The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)**

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Academics: College, Career & Military Readiness
Board Meeting Date:	December 5, 2022
Agenda Title:	Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) Program
Presenter:	Liz Ozuna, Executive Director College Readiness/Postsecondary Initiatives
Cost and Funding Source:	Approximately \$200,000 using local funds for tuition and instructional materials
If no cost to the District, what is the approximate value of goods/services being provided?	N/A
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
Travis ECHS: ~400 St. Philip's ECHS: ~300 Brackenridge ECHS: ~400	N/A	3	~\$5,000 for 4 years (\$160 avg cost per course for tuition & materials) Note: Alamo Colleges Network pays tuition and instructional materials fees for dual credit course for Travis ECHS & SPC ECHS	N/A	N/A

# HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

Questions to consider:

If a renewal, include data that supports this renewal

Is this an expansion of the program? If so, why?

Is this a renewal?  Yes  No

This agreement is required to be renewed annually between San Antonio ISD and each Early College High School (ECHS) and its partner college in the Alamo College District (ACD). Currently, we are in partnership with two of the Alamo Colleges for the ECHS program:

-San Antonio College (SAC) for the Travis ECHS

-St. Philip's College for St. Philip's ECHS and for Brackenridge ECHS

In addition, SAISD and the ACD have entered a SB1882 Partnership for Travis ECHS, St. Philip's ECHS, and Fox Tech Health P-TECH. As a part of this this Alamo Colleges Network (ACN) partnership, the ACD pays tuition and Instructional Materials fees for the Travis and St. Phillip's ECHS students and the Fox Tech P-Tech students. SAISD will continue to purchase additional materials and books and provide transportation and supervision for high school students at the college campus as needed.

Early College High Schools blend high school and college coursework to enable students to simultaneously earn a high school diploma and up to two years of transferable college credit (60 hours), with the possibility of earning an associate degree, tuition free. In addition, students may earn Level I Career Certificates of Completion at their respective college campuses. ECHS students may also participate in the AVID program, GT services, AP courses, and various high school extra-curricular activities; students may also access college campus resources and services, including student clubs and organizations. Over the past four years, high percentages of ECHS graduates have earned the associate degree and/or level I certifications at their respective ECHS campuses (see below).

The ECHS initiatives support meeting SAISD's Declaration and Board goals by design as the ECHS Blueprint and the designated Outcome Based Measures compel the ECHS campus to focus recruiting efforts on students who have not traditionally had access to these types of advanced opportunities; focus on creating a college-going culture where all students are prepared to take and complete college core and elective college courses; provide multiple levels to ensure student success in advanced coursework, and that ECHS students receive advising that promotes postsecondary access and persistence, all efforts that give our students the tools to help them change the world. ECHS students graduate with their "second piece of paper"-the Associate degree in addition to their high school diploma, and they all enroll in college after high school graduation at a higher rate than students who graduate from other SAISD high schools (80 – 100%). Students say that the experience of going to college while earning their high school diploma, helps them develop the mindset and work habits that serve them well in their postsecondary pursuits. Students frequently talk about the confidence that develops from the experience of attending early college high school and current research conducted by the Urban Education Institute verifies that students who participate in an ECHS program are significantly more likely to attend a four-year college and to persist to complete a degree. [ECHS & PTECH Outcomes and Demographic Data-November 2022](#)

Class of '21				
	# Seniors	#/% Earned Associates	#/% Earned Level I Cert	#/% enrolled in College Fall after Grad
SAISD	2,662	N/A	N/A	39%
Travis	74	67/91%	3/4%	58/78%
St. Phillip's	45	25/56%	0	27/60%
Brackenridge	99	38/38%	N/A	124/38%
Class of '21 Data from National Student Clearinghouse (NSC), SchoolLinks & ECHS Steering Committee reports				

**2022-2023**  
**EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ST. PHILIP'S COLLEGE EARLY COLLEGE HIGH SCHOOL IN PARTNERSHIP WITH  
ST. PHILIP'S COLLEGE - ALAMO COLLEGES  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AND**

**ST. PHILIP'S COLLEGE  
ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the "ECHS"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District ECHS as of the 2022-2023 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, or minimum grade point average (GPA).

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 1801 Martin Luther King Dr. San Antonio, TX 78203.

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the "ECHS Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## 1. TERM

The Initial Term of this MOU shall be December 1, 2022– July 31, 2023. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## 2. APPLICABLE LAW

The Parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

## 3. REPORTING

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual (“ACGM”) or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student’s major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

#### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, an ECHS Student requiring disability support services may have differing levels of assistance from the School District and College. For an ECHS Student to receive disability support services at the College, the ECHS Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The ECHS Student, ECHS Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the ECHS Student. The accommodation letters will be given to the ECHS Student and may be given to the School District ECHS Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

#### **5. GOVERNANCE**

- a. The ECHS established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. An ECHS Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, ECHS

Principal, ECHS Director/Coordinator,, ECHS Associate Principal, ECHS Counselor or designee, a representative from the SAISD CCMR Department the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the ECHS web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the ECHS.

- c. The ECHS Staff will include a Principal / ECHS Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal / ECHS Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the **ST. PHILIP’S COLLEGE EARLY COLLEGE HIGH SCHOOL with St. Philip’s College - Alamo Colleges District**. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its Principal / ECHS Director, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

- d. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.
- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the ECHS partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the ECHS will ensure that documentation summarizing collaboration and outreach efforts of College, ECHS and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the ECHS and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the ECHS and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
  - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the ECHS concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of ECHS Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The ECHS will communicate to the parents of ECHS Students that any questions or concerns from parents should be directed to the ECHS Principal / ECHS Director or Counselor. The College personnel will not be expected to communicate with parents.

- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the ECHS. The ECHS Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the ECHS Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)
- g. The ECHS will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the ECHS.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The ECHS Student and College Advisor will meet and design a degree plan that will be submitted into the College’s system of record.
- c. The ECHS Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The ECHS Student will participate in dual credit courses receiving both high school and college credit.
- e. The ECHS Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs,

study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that ECHS Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the ECHS, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the ECHS and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the ECHS can explain the opportunities and commitment required of ECHS Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all ECHS Students to submit a Student/Parent Consent form upon entry into the program. The ECHS shall have each student and a parent sign the consent form defining the requirements and expectations of the ECHS program. The ECHS will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the ECHS will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS Student request to take courses outside the prescribed degree plan, the student will be responsible for all

the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. ECHS Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
  - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
  - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. ECHS Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The ECHS is responsible for ensuring that all ECHS Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. ECHS Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The ECHS enrollment team will include, at a minimum, the School District ECHS Principal / ECHS Director, ECHS counselor, teachers and a college representative as requested by the ECHS to participate.

## 11. CURRICULUM

- a. The ECHS shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The ECHS shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The ECHS shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for

subpopulations of targeted students. The ECHS will share the report with the College Coordinator of High School Programs or College Designee.

- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Discipline Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.
- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
  - (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students. (Please see the SACS-COC Dual Enrollment Policy Statement at <http://www.sacscoc.org/pdf/081705/Dual%20Enrollment.pdf>)

- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher makes changes to the current Instructional Materials. For course sections taught at the ECHS, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, as approved by the respective College Discipline Chair, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 13 - Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 13 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.
- k. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
- l. ECHS Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. ECHS Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the ECHS Principal / ECHS Director’s approval. Online and asynchronous courses should be considered the modality of last resort.
- m. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If

applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.
- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS Student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS Student maybe treated as a student with the Early Admissions status, thereby making the ECHS Student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the ECHS Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, ECHS Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/ECHS Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. ECHS Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the

## 12. ADVISING

To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the ECHS will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.
- b. Texas Education Code §§ 51.9685(b) & (c) require that a student shall file a degree plan with the college not later than:
  1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- b. Texas Education Code §130.0104(c) requires further states that a student enrolled in a multidisciplinary study associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- d. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising

Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each ECHS course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The ECHS will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the ECHS and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all ECHS Students, whether enrolled in courses at the ECHS or the College, will have the required Course Materials by the first instructional day.

- a. For course sections taught at the ECHS:
  - i. As part of the Course Agreements, the College specifies the Course Materials for the course, including any Instructional Materials, if applicable.
  - ii. Instructional Materials are applied every semester on courses for which Instructional Materials are specified.
  - iii. The Instructional Materials specification will be maintained until the course SLOs change, or the content for the course changes with a minimum time frame of three academic years, unless otherwise noted in the Course Agreements.

- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
  - v. The College's Academic Departments operate on a textbook adoption cycle, which should be considered at the time a course is requested.
- b. For course sections taught only to ECHS students on College campus or online:
    - i. The College includes any Instructional Materials charge as part of the Course Agreements.
    - ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.
  - c. For ECHS enrollments in regular college sections on College campus or online:
    - i. The College will follow the Guidelines for Selection of Course Materials for all courses. College will notify ECHS of the Course Material requirements, including any Instructional Materials, for each College course considered for ECHS enrollments. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement of School District to pay for required Instructional Materials.
    - ii. Instructional Materials charges, including ALAMOBooks+ for so long as in effect at the College, will apply for all courses where the composition of the class is both regular college students and ECHS students. Students will need to verify all materials within the Alamo Colleges District system to ensure their receipt of appropriate Course Materials for the course.

#### 14. FACULTY

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the ECHS when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, particularly sections E, F and H. Alamo Colleges District policies are accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal or ECHS Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty from the respective discipline to teach at the ECHS or assist in identifying a credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). ECHS faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
- i. Instructors' Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Discipline Chair by the final grades deadline.
- k. To adhere to the requirements outlined in Texas Education Code §51.974, the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

## **15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the ECHS staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the ECHS staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The ECHS will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

## **16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide ECHS teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

## **17. ECHS CALENDAR**

The ECHS course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable ECHS Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the ECHS is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District ECHS facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated ECHS staff member will have access to student records, specifically those that include emergency contacts for ECHS Students participating in college courses taught at the College.

All ECHS Students are required to participate in required state, national assessments, which will be administered by the ECHS staff. College agrees to make accommodations in course scheduling, including final exams, and

attendance so that ECHS Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus ECHS and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

## 19. STUDENT SAFETY

The Parties agree that when an ECHS Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The protocol prioritizes that the ECHS Student does not pose a threat to self or others and will include specific information related to addressing students participating in the ECHS prior to the effective date of this MOU will be executed.

When on the College campus, ECHS Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS Students, into the Alamo Colleges District *Alamo Alert* system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the *Alamo Alert* system. For additional information regarding the *Alamo Alert* system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and ECHS Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of ECHS Students will be the responsibility of School District.

ECHS Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## 20. STUDENT ATTENDANCE POLICIES

ECHS Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance>. ECHS Students will adhere to School District attendance policies as well as those from the College.

## 21. STUDENT CONDUCT

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of

non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event and relevant facts. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the ECHS. ECHS Students may be assigned to off-site academic course assignments which would require the ECHS Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. ECHS Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-ECHS Students is prohibited.

## **24. STUDENT DATA SHARING**

Parties agree to share student data for ECHS purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the ECHS. Each Party shall also promptly notify the other of any onsite or offsite behaviors of ECHS Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 (“FERPA”) and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, ECHS shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student onboarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College’s system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

A data sharing schedule should be collaboratively discussed and developed between College High School Program Staff, School District and ECHS to include submission deadlines of all items needed for enrollment, registration, grade sharing, mode of instructional delivery for courses, and other data necessary to ensure student success in the ECHS.

## **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students’ education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each ECHS Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the ECHS staff, will ensure that

parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other’s access to the complainant, respondent, and witnesses.

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, Texas Education Code §§ 28.009 (b-1) & (b-2) and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS Students. School District agrees to obtain valid FERPA releases as needed, if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. In instances where the ECHS Students must repeat a course due to failing grades, the student will follow the process for Early Admission of the College.
- c. The School District will provide all required course materials (textbooks and electronic materials) and will be billed for applicable Instructional Materials charges embedded in courses requiring electronic materials.
- d. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- e. Any transportation and food services will be provided by the School District.
- f. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- g. High school teachers delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- h. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will

communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

- ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- i. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

### **30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation or disability. Inquiries or complaints concerning these matters should be brought to the attention of: Linda Boyer-Owens, Associate Vice Chancellor of Human Resources and Organizational Development, Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

### **31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup>

and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

### **32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any ECHS field trips, each pursuant to applicable School District rules and procedures.

### **33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the ECHS, each student's directory information (defined by the College, pursuant to FERPA, to exclude student addresses) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

### **34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. ECHS Students may purchase food from College food service facilities when on the College campus.

### **35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

### **36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

### **37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

### **38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

### 39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
**Jaquino1@saisd.net**

**College:**

St. Philip's College  
ATTN: College President  
1801 Martin Luther King Drive  
San Antonio, Texas 78211  
aloston@alamo.edu

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
**grailey@alamo.edu**

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
**pmeurin@alamo.edu**

### 40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

### 41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

### 42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / ECHS Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Adena Williams Loston, President  
St. Philip’s College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey  
Vice Chancellor of Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

**2022-2023**  
**EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ST. PHILIP'S COLLEGE EARLY COLLEGE HIGH SCHOOL IN PARTNERSHIP WITH  
ST. PHILIP'S COLLEGE - ALAMO COLLEGES  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**ST. PHILIP'S COLLEGE  
ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the "ECHS"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District ECHS as of the 2022-2023 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, or minimum grade point average (GPA).

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 1801 Martin Luther King Dr. San Antonio, TX 78203.

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the "ECHS Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be December 1, 2022– July 31, 2023. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

## **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual (“ACGM”) or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student’s major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

#### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, an ECHS Student requiring disability support services may have differing levels of assistance from the School District and College. For an ECHS Student to receive disability support services at the College, the ECHS Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The ECHS Student, ECHS Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the ECHS Student. The accommodation letters will be given to the ECHS Student and may be given to the School District ECHS Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

#### **5. GOVERNANCE**

- a. The ECHS established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. An ECHS Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, ECHS

Principal, ECHS Director/Coordinator,, ECHS Associate Principal, ECHS Counselor or designee, a representative from the SAISD CCMR Department the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the ECHS web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the ECHS.

- c. The ECHS Staff will include a Principal / ECHS Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal / ECHS Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the **ST. PHILIP’S COLLEGE EARLY COLLEGE HIGH SCHOOL with St. Philip’s College - Alamo Colleges District**. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its Principal / ECHS Director, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

- d. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.
- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the ECHS partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the ECHS will ensure that documentation summarizing collaboration and outreach efforts of College, ECHS and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the ECHS and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the ECHS and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
  - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the ECHS concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of ECHS Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The ECHS will communicate to the parents of ECHS Students that any questions or concerns from parents should be directed to the ECHS Principal / ECHS Director or Counselor. The College personnel will not be expected to communicate with parents.

- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the ECHS. The ECHS Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the ECHS Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)
- g. The ECHS will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the ECHS.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The ECHS Student and College Advisor will meet and design a degree plan that will be submitted into the College’s system of record.
- c. The ECHS Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The ECHS Student will participate in dual credit courses receiving both high school and college credit.
- e. The ECHS Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs,

study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that ECHS Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the ECHS, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the ECHS and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the ECHS can explain the opportunities and commitment required of ECHS Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all ECHS Students to submit a Student/Parent Consent form upon entry into the program. The ECHS shall have each student and a parent sign the consent form defining the requirements and expectations of the ECHS program. The ECHS will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the ECHS will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS Student request to take courses outside the prescribed degree plan, the student will be responsible for all

the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. ECHS Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
  - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
  - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. ECHS Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The ECHS is responsible for ensuring that all ECHS Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. ECHS Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The ECHS enrollment team will include, at a minimum, the School District ECHS Principal / ECHS Director, ECHS counselor, teachers and a college representative as requested by the ECHS to participate.

## 11. CURRICULUM

- a. The ECHS shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The ECHS shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The ECHS shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for

subpopulations of targeted students. The ECHS will share the report with the College Coordinator of High School Programs or College Designee.

- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Discipline Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.
- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
  - (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students. (Please see the SACS-COC Dual Enrollment Policy Statement at <http://www.sacscoc.org/pdf/081705/Dual%20Enrollment.pdf>)

- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher makes changes to the current Instructional Materials. For course sections taught at the ECHS, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, as approved by the respective College Discipline Chair, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 13 - Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 13 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.
- k. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
- l. ECHS Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. ECHS Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the ECHS Principal / ECHS Director’s approval. Online and asynchronous courses should be considered the modality of last resort.
- m. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If

applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.
- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS Student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS Student maybe treated as a student with the Early Admissions status, thereby making the ECHS Student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the ECHS Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, ECHS Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/ECHS Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. ECHS Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the

## 12. ADVISING

To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the ECHS will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.
- b. Texas Education Code §§ 51.9685(b) & (c) require that a student shall file a degree plan with the college not later than:
  1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- b. Texas Education Code §130.0104(c) requires further states that a student enrolled in a multidisciplinary study associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- d. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising

Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each ECHS course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The ECHS will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the ECHS and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all ECHS Students, whether enrolled in courses at the ECHS or the College, will have the required Course Materials by the first instructional day.

- a. For course sections taught at the ECHS:
  - i. As part of the Course Agreements, the College specifies the Course Materials for the course, including any Instructional Materials, if applicable.
  - ii. Instructional Materials are applied every semester on courses for which Instructional Materials are specified.
  - iii. The Instructional Materials specification will be maintained until the course SLOs change, or the content for the course changes with a minimum time frame of three academic years, unless otherwise noted in the Course Agreements.

- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
  - v. The College's Academic Departments operate on a textbook adoption cycle, which should be considered at the time a course is requested.
- b. For course sections taught only to ECHS students on College campus or online:
    - i. The College includes any Instructional Materials charge as part of the Course Agreements.
    - ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.
  - c. For ECHS enrollments in regular college sections on College campus or online:
    - i. The College will follow the Guidelines for Selection of Course Materials for all courses. College will notify ECHS of the Course Material requirements, including any Instructional Materials, for each College course considered for ECHS enrollments. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement of School District to pay for required Instructional Materials.
    - ii. Instructional Materials charges, including ALAMOBooks+ for so long as in effect at the College, will apply for all courses where the composition of the class is both regular college students and ECHS students. Students will need to verify all materials within the Alamo Colleges District system to ensure their receipt of appropriate Course Materials for the course.

#### 14. FACULTY

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the ECHS when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, particularly sections E, F and H. Alamo Colleges District policies are accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal or ECHS Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty from the respective discipline to teach at the ECHS or assist in identifying a credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). ECHS faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
- i. Instructors' Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Discipline Chair by the final grades deadline.
- k. To adhere to the requirements outlined in Texas Education Code §51.974, the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

## **15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the ECHS staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the ECHS staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The ECHS will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

## **16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide ECHS teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

## **17. ECHS CALENDAR**

The ECHS course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable ECHS Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the ECHS is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District ECHS facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated ECHS staff member will have access to student records, specifically those that include emergency contacts for ECHS Students participating in college courses taught at the College.

All ECHS Students are required to participate in required state, national assessments, which will be administered by the ECHS staff. College agrees to make accommodations in course scheduling, including final exams, and

attendance so that ECHS Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus ECHS and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

## 19. STUDENT SAFETY

The Parties agree that when an ECHS Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The protocol prioritizes that the ECHS Student does not pose a threat to self or others and will include specific information related to addressing students participating in the ECHS prior to the effective date of this MOU will be executed.

When on the College campus, ECHS Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS Students, into the Alamo Colleges District *Alamo Alert* system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the *Alamo Alert* system. For additional information regarding the *Alamo Alert* system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and ECHS Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of ECHS Students will be the responsibility of School District.

ECHS Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## 20. STUDENT ATTENDANCE POLICIES

ECHS Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance>. ECHS Students will adhere to School District attendance policies as well as those from the College.

## 21. STUDENT CONDUCT

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of

non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event and relevant facts. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the ECHS. ECHS Students may be assigned to off-site academic course assignments which would require the ECHS Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. ECHS Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-ECHS Students is prohibited.

## **24. STUDENT DATA SHARING**

Parties agree to share student data for ECHS purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the ECHS. Each Party shall also promptly notify the other of any onsite or offsite behaviors of ECHS Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 (“FERPA”) and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, ECHS shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student onboarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College’s system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

A data sharing schedule should be collaboratively discussed and developed between College High School Program Staff, School District and ECHS to include submission deadlines of all items needed for enrollment, registration, grade sharing, mode of instructional delivery for courses, and other data necessary to ensure student success in the ECHS.

## **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students’ education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each ECHS Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the ECHS staff, will ensure that

parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other’s access to the complainant, respondent, and witnesses.

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, Texas Education Code §§ 28.009 (b-1) & (b-2) and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS Students. School District agrees to obtain valid FERPA releases as needed, if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. In instances where the ECHS Students must repeat a course due to failing grades, the student will follow the process for Early Admission of the College.
- c. The School District will provide all required course materials (textbooks and electronic materials) and will be billed for applicable Instructional Materials charges embedded in courses requiring electronic materials.
- d. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- e. Any transportation and food services will be provided by the School District.
- f. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- g. High school teachers delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- h. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will

communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

- ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- i. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

### **30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation or disability. Inquiries or complaints concerning these matters should be brought to the attention of: Linda Boyer-Owens, Associate Vice Chancellor of Human Resources and Organizational Development, Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

### **31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup>

and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

### **32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any ECHS field trips, each pursuant to applicable School District rules and procedures.

### **33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the ECHS, each student's directory information (defined by the College, pursuant to FERPA, to exclude student addresses) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

### **34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. ECHS Students may purchase food from College food service facilities when on the College campus.

### **35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

### **36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

### **37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

### **38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

### 39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
**Jaquino1@saisd.net**

**College:**

St. Philip's College  
ATTN: College President  
1801 Martin Luther King Drive  
San Antonio, Texas 78211  
aloston@alamo.edu

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
**grailey@alamo.edu**

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
**pmeurin@alamo.edu**

### 40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

### 41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

### 42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / ECHS Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Adena Williams Loston, President  
St. Philip’s College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey  
Vice Chancellor of Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

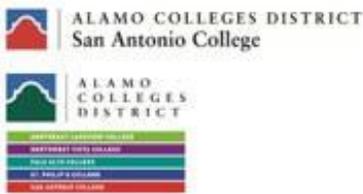
1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.



San Antonio Independent School District  
**Travis Early College**  
High School

**2022-2023**  
**EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TRAVIS EARLY COLLEGE HIGH SCHOOL  
IN PARTNERSHIP WITH  
SAN ANTONIO COLLEGE - ALAMO COLLEGES  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AND**

**SAN ANTONIO COLLEGE  
ALAMO COLLEGES DISTRICT**

SAN ANTONIO COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the “ECHS”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District ECHS as of the 2022-2023 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, or minimum grade point average (GPA).

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort appropriate for the school’s capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 1915 N. Main Ave, San Antonio, Texas 78212.

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the “ECHS Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be December 1, 2022-July 31, 2022. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

## **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual (“ACGM”) or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student’s major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

#### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, an ECHS Student requiring disability support services may have differing levels of assistance from the School District and College. For an ECHS Student to receive disability support services at the College, the ECHS Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The ECHS Student, ECHS Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the ECHS Student. The accommodation letters will be given to the ECHS Student and may be given to the School District ECHS Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

#### **5. GOVERNANCE**

- a. The ECHS established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. An ECHS Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline

plans for improvement. The Steering Committee will consist of the Chief Academic Officer, Director of Secondary Education & Professional Learning, ECHS Principal, ECHS Director, ECHS Associate Principal, ECHS Counselor or designee, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the ECHS web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the ECHS.

- c. The ECHS Staff will include a Principal / ECHS Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal / ECHS Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the **TRAVIS EARLY COLLEGE HIGH SCHOOL with San Antonio College - Alamo Colleges District**. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its Principal / ECHS Director, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

- d. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.
- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the ECHS partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the ECHS will ensure that documentation summarizing collaboration and outreach efforts of College, ECHS and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the ECHS and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the ECHS and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
  - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the ECHS concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of ECHS Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The ECHS will communicate to the parents of ECHS Students that any questions or concerns from parents should be directed to the ECHS Principal / ECHS Director or Counselor. The College personnel will not be expected to communicate with parents.

- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the ECHS. The ECHS Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the ECHS Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)
- g. The ECHS will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the ECHS.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The ECHS Student and College Advisor will meet and design a degree plan that will be submitted into the College’s system of record.
- c. The ECHS Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The ECHS Student will participate in dual credit courses receiving both high school and college credit.
- e. The ECHS Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs,

study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that ECHS Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the ECHS, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the ECHS and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the ECHS can explain the opportunities and commitment required of ECHS Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all ECHS Students to submit a Student/Parent Consent form upon entry into the program. The ECHS shall have each student and a parent sign the consent form defining the requirements and expectations of the ECHS program. The ECHS will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the ECHS will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS Student request to take courses outside the prescribed degree plan, the student will be responsible for all

the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. ECHS Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
  - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
  - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10<sup>th</sup> grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. ECHS Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The ECHS is responsible for ensuring that all ECHS Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. ECHS Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The ECHS enrollment team will include, at a minimum, the School District ECHS Principal / ECHS Director, ECHS counselor, teachers and a college representative as requested by the ECHS to participate.

## 11. CURRICULUM

- a. The ECHS shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The ECHS shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The ECHS shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for

subpopulations of targeted students. The ECHS will share the report with the College Coordinator of High School Programs or College Designee.

- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Discipline Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.
- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
  - (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students. (Please see the SACS-COC Dual Enrollment Policy Statement at <http://www.sacscoc.org/pdf/081705/Dual%20Enrollment.pdf>)

- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher makes changes to the current Instructional Materials. For course sections taught at the ECHS, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, as approved by the respective College Discipline Chair, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 13 - Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 13 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.
- k. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
- l. ECHS Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement ~~ECHS Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the ECHS Principal / ECHS Director’s approval, as well as the designated College staff approval. Upon agreement from both the ECHS and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.~~
- m. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as

prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.
- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS Student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS Student maybe treated as a student with the Early Admissions status, thereby making the ECHS Student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the ECHS Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, ECHS Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/ECHS Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. ECHS Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and

Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information:  
<https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

## 12. ADVISING

To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the ECHS will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.
- b. Texas Education Code §§ 51.9685(b) & (c) require that a student shall file a degree plan with the college not later than:
  1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- b. Texas Education Code §130.0104(c) requires further states that a student enrolled in a multidisciplinary study associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student's intended field of study or major at the four-year college or university.
- c. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- d. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides

depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each ECHS course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The ECHS will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the ECHS and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all ECHS Students, whether enrolled in courses at the ECHS or the College, will have the required Course Materials by the first instructional day.

- a. For course sections taught at the ECHS:
  - i. As part of the Course Agreements, the College specifies the Course Materials for the course, including any Instructional Materials, if applicable.
  - ii. Instructional Materials are applied every semester on courses for which Instructional Materials are specified.
  - iii. The Instructional Materials specification will be maintained until the course SLOs change, or the content for the course changes with a minimum time frame of three academic years, unless otherwise noted in the Course Agreements.

- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
  - v. The College's Academic Departments operate on a textbook adoption cycle, which should be considered at the time a course is requested.
- b. For course sections taught only to ECHS students on College campus or online:
    - i. The College includes any Instructional Materials charge as part of the Course Agreements.
    - ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.
  - c. For ECHS enrollments in regular college sections on College campus or online:
    - i. The College will follow the Guidelines for Selection of Course Materials for all courses. College will notify ECHS of the Course Material requirements, including any Instructional Materials, for each College course considered for ECHS enrollments. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement of School District to pay for required Instructional Materials.
    - ii. Instructional Materials charges, including ALAMOBooks+ for so long as in effect at the College, will apply for all courses where the composition of the class is both regular college students and ECHS students. Students will need to verify all materials within the Alamo Colleges District system to ensure their receipt of appropriate Course Materials for the course.

#### **14. FACULTY**

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.
- b. The Alamo Colleges District maintains policies and procedures, particularly sections E, F and H. Alamo Colleges District policies are accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal or ECHS Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.
- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party

pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty from the respective discipline to teach at the ECHS or assist in identifying a credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). ECHS faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
- i. Instructors' Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Discipline Chair by the final grades deadline.
- k. To adhere to the requirements outlined in Texas Education Code §51.974, the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

## **15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the ECHS staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the ECHS staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The ECHS will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

## **16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide ECHS teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

## **17. ECHS CALENDAR**

The ECHS course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable ECHS Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the ECHS is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District ECHS facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated ECHS staff member will have access to student records, specifically those that include emergency contacts for ECHS Students participating in college courses taught at the College.

All ECHS Students are required to participate in required state, national assessments, which will be administered by the ECHS staff. College agrees to make accommodations in course scheduling, including final exams, and

attendance so that ECHS Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

## 19. STUDENT SAFETY

The Parties agree that when an ECHS Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The protocol prioritizes that the ECHS Student does not pose a threat to self or others and will include specific information related to addressing students participating in the ECHS prior to the effective date of this MOU will be executed.

When on the College campus, ECHS Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS Students, into the Alamo Colleges District *Alamo Alert* system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the *Alamo Alert* system. For additional information regarding the *Alamo Alert* system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and ECHS Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of ECHS Students will be the responsibility of School District.

ECHS Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## 20. STUDENT ATTENDANCE POLICIES

ECHS Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance>. ECHS Students will adhere to School District attendance policies as well as those from the College.

## 21. STUDENT CONDUCT

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of

non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event and relevant facts. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the ECHS. ECHS Students may be assigned to off-site academic course assignments which would require the ECHS Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. ECHS Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-ECHS Students is prohibited.

## **24. STUDENT DATA SHARING**

Parties agree to share student data for ECHS purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the ECHS. Each Party shall also promptly notify the other of any onsite or offsite behaviors of ECHS Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 (“FERPA”) and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, ECHS shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student onboarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College’s system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

## **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students’ education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each ECHS Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the ECHS staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other’s access to the complainant, respondent, and witnesses.

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA’s designation Blueprint, Texas Education Code §§ 28.009

(b-1) & (b-2) and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS Students. School District agrees to obtain valid FERPA releases as needed, if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. In instances where the ECHS Students must repeat a course due to failing grades, the student will follow the process for Early Admission of the College.
- c. The School District will provide all required course materials (textbooks and electronic materials) and will be billed for applicable Instructional Materials charges embedded in courses requiring electronic materials.
- d. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- e. Any transportation and food services will be provided by the School District.
- f. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- g. High school teachers delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- h. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate

with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- i. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

### **30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation or disability. Inquiries or complaints concerning these matters should be brought to the attention of: Linda Boyer-Owens, Associate Vice Chancellor of Human Resources and Organizational Development, Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

### **31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

### **32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any ECHS field trips, each pursuant to applicable School District rules and procedures.

### **33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the ECHS, each student's directory information (defined by the College, pursuant to FERPA, to exclude student addresses) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

### **34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. ECHS Students may purchase food from College food service facilities when on the College campus.

### **35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

### **36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

### **37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

### **38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

### 39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
**Jaquino1@saisd.net**

**College:**

San Antonio college  
ATTN: College President  
1801 Martin Luther King Drive  
San Antonio, Texas 78211  
aloston@alamo.edu

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
**grailey@alamo.edu**

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
**pmeurin@alamo.edu**

### 40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

### 41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

### 42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / ECHS Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Francisco Solis, Interim President  
San Antonio College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey  
Vice Chancellor of Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and Alamo Colleges District for the SAISD Pathways in Technology Early College High School (P-TECH) Programs**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                               **DISCUSSION/ACTION**

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**        Dr. Johnny Vahalik, Assistant Superintendent College, Career and Military Readiness

**MEETING DATE:** December 5, 2022

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the annual renewal of the Memorandums of Understanding (MOUs) between SAISD and Alamo Colleges District (ACD) to support all the SAISD Pathways in Technology Early College High School (P-TECH) programs as an institution of higher education partners. The SAISD P-TECHs are located at Edison, Fox Tech, Highlands, Lanier, and Sam Houston High Schools. Institution of higher education partnerships are a requirement of the P-TECH model and integral part of providing advisory functions, mentorships, student support, and other learning activities. This renewal will take the place of the current addendum that extended last year's agreement giving us time for additional negotiations to clarify our partner colleges' roles in student support.

P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approves the renewal of the MOUs between SAISD and Alamo Colleges District for the P-TECH programs as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

Approximately \$444,000 using local funds for tuition and instructional materials.

**IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)**

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

**The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)**

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	Academics: College, Career and Military Readiness
Board Meeting Date:	December 5, 2022
Agenda Title:	Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and Alamo Colleges District for the SAISD Pathways in Technology Early College High School (P-TECH) Programs
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent, College, Career and Military Readiness
Cost and Funding Source:	Approximately \$444,000 using local funds for tuition and instructional materials. Fox Tech's HTECH is a part of the Alamo Colleges Network 1882 partnership that covers its tuition and materials costs.
If no cost to the district, what is the approximate value of goods/services being provided?	N/A
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

### IMPACT & COST

Number of P-TECH Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
Edison: ~75 Fox Tech: ~150 Highlands: ~140 Lanier: ~75 Sam Houston: ~130	N/A	5	~\$200 per class (~2 courses per semester, per student)	N/A	N/A

# HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

Questions to consider:

If a renewal, include data that supports this renewal

Is this an expansion of the program? If so, why?

Is this a renewal?  Yes  No

This agreement is required to be renewed annually between San Antonio ISD and each P-TECH and its partner college in the Alamo College District (ACD). Currently, we are in partnership with two of the Alamo Colleges for the P-TECH programs at five high schools:

- San Antonio College (SAC) for the Edison and Fox Tech P-TECHs
- St. Philip’s College for Sam Houston, Highlands and Lanier P-TECHs

In addition, SAISD and the ACD have entered a SB1882 Partnership for Travis ECHS, St. Philip’s ECHS, and Fox Tech Health P-TECH. As a part of this Alamo Colleges Network (ACN) partnership, the ACD pays tuition and Instructional Materials fees for the Fox Tech H-TECH students. SAISD will continue to purchase additional materials and books and provide transportation and supervision for high school students at the college campus as needed.

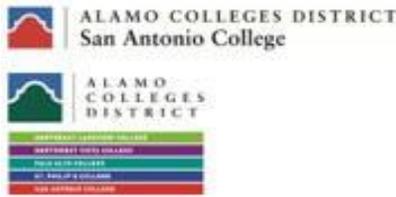
Each P-TECH site plans to add a cohort appropriate for the high school’s capacity, on a yearly basis. The hallmark of the P-TECH model is its career focus and the provision of work-based education. Key components of the P-TECH model include rigorous courses focused on relevant and engaging topics connected to businesses and industries that will allow graduation from high school with a post-secondary credential in a high wage, high demand career.

The 2022-2023 school will see Sam Houston Cyber P-TECH enter its fourth year with students set for high school graduation in May. Two students in the pioneer cohort have earned Level I Certificates in Cybersecurity. The Fox Tech H-TECH is entering its third year while Lanier, Highlands, and Edison P-TECH programs welcomed their second cohorts of students in the fall of 2022. See below of information about the current enrollment for each program.

All students are performing well in their programs including participation in dual credit course work, career exploration with a host of business and community partners, and hands on learning opportunities.

## [ECHS & PTECH Outcomes and Demographic Data-November 2022](#)

	Sam Houston P-TECH	Fox Tech P-TECH	Lanier P-TECH	Highlands P-TECH	Edison P-TECH	Total
<b>Enrollment SY 22-23</b>						
<b>9th</b>	<b>44</b>	<b>92</b>	<b>40</b>	<b>83</b>	<b>25</b>	<b>284</b>
<b>10th</b>	<b>25</b>	<b>52</b>	<b>18</b>	<b>67</b>	<b>34</b>	<b>196</b>
<b>11th</b>	<b>23</b>	<b>51</b>				<b>74</b>
<b>12th</b>	<b>37</b>					<b>37</b>
<b>13th</b>						<b>0</b>
<b>14th</b>						<b>0</b>
<b>Enrollment Total:</b>	129	195	58	150	59	<b>591</b>



**2022-2023  
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EDISON PTECH SCHOOL OF BUSINESS IN PARTNERSHIP  
WITH SAN ANTONIO COLLEGE - ALAMO COLLEGES DISTRICT  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**SAN ANTONIO COLLEGE  
ALAMO COLLEGES DISTRICT**

SAN ANTONIO COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the “P-TECH”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District P-TECH as of the 2022-2023 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school’s capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 701 Santa Monica St. San Antonio, TX 78212.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the “P-TECH Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

#### **1. TERM**

The Initial Term of this MOU shall be December 1, 2022-July 31, 2023. Effectiveness is subject to approval of the P-TECH designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

#### **2. APPLICABLE LAW**

The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH

Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Director/Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.
- c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members

will consist of representatives from the community, economic development partners, Business Administration Associate of Arts and Accounting Technology Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

- d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College may provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the **Edison ptech school of business P-TECH High School in partnership with San antonio College - Alamo Colleges District**. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

- b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.
- f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

- ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)

- g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four to six-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.
- c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.
- e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the P-TECH, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may

not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:
  - i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
  - ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

## 11. CURRICULUM

- a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
- (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will

include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- k. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.
- l. P-TECH Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. Online and asynchronous should be considered the modality of last resort.
- m. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH student may be treated as a student with the Early Admissions status, thereby making the P-TECH student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

- t. As part of the experiences within the course of study in the P-TECH, students should be provided with career mentors selected from the business partners or other industry applicable businesses.
- u. The P-TECH, College and selected business partners of the P-TECH will create a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.
- v. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.
- w. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.
- x. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.
- y. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.
- z. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

## **12. ADVISING**

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2), and the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins course.
- b. Texas Education Code §§ 51.9685(b) & (c) require, which states that a student shall file a degree plan with the college not later than:

1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- c. Texas Education Code §130.0104(c) requires that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields. The college will provide information on AlamoINSTITUTES via the HSP office or college designee appropriate to the student's selected pathway.
- d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.
- e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- f. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in

transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each PTECH course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The PTECH will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the PTECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all

PTECH Students, whether enrolled in courses at the PTECH or the College, will have the required Course Materials by the first instructional day.

a. Courses taught at the P-TECH:

- i. As part of the Course Agreements, the College includes the AlamoBooks+/ Instructional Materials charge, if applicable, or other required materials for courses.
- ii. AlamoBooks+/ Instructional Materials charges are applied every semester on courses that specify the need for said charges.
- iii. AlamoBooks+/ Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
- v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:

- i. The College includes the AlamoBooks+/ Instructional Materials charge as part of the Course Agreements.
- ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections:

- i. The College will follow the Guidelines for Selection of AlamoBooks+/ Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
- ii. AlamoBooks+/ IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.
- iii. The College will communicate any changes in IM, including AlamoBooks+/ IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
- iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.
- v. AlamoBooks+ Instructional Materials fees will apply for all courses where the composition of the class is both regular college students and PTECH students. Students will need to verify all materials within the ACD system to ensure they receive appropriate material for the

- d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required AlamoBooks+/IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an AlamoBooks+/Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the AlamoBooks+/IM Direct.

The P-TECH will use the Course Agreement Forms to determine AlamoBooks+/IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the PTECH when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion

of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto College Syllabus Platform ~~Course~~, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

- i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.
- k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

**15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

**16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

## **17. P-TECH CALENDAR**

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus PTECH and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.
- b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

## **19. STUDENT SAFETY**

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the

Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: <https://www.alamo.edu/about-us/compliance/campus-carry>.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance>. P-TECH Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909>. In the event

of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

#### **24. STUDENT DATA SHARING**

Parties agree to share student data for P-TECH purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

#### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably

designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other

informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other's access to the complainant, respondent, and witnesses.

All PTECH Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be

responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- d. Any transportation and food services will be provided by the School District.
- e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
  - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections'

census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- h. School District’s failure to meet its payment responsibilities as fiscal agent regarding a student will result in College’s refusal of enrollment of the School District for the next Academic Year after determination of payment default.

**30. EQUAL EMPLOYMENT OPPORTUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

**31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

**32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

**33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

**34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

**35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

**39. NOTICE**

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
[Jaquino1@saisd.net](mailto:Jaquino1@saisd.net)

**College:**

San Antonio College  
ATTN: College President  
1819 N. Main Ave.  
San Antonio, Texas 78212  
[fsolis@alamo.edu](mailto:fsolis@alamo.edu)

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
[grailey@alamo.edu](mailto:grailey@alamo.edu)

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
[pmeruin@alamo.edu](mailto:pmeruin@alamo.edu)

**40. NON-APPROPRIATION**

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the

budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Francisco Solis, Interim President  
San Antonio College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey, Vice Chancellor  
Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent  
San Antonio ISD

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

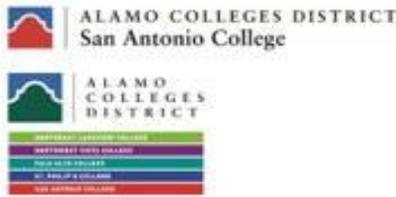
1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

**EXHIBIT B**

**CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES**

**FOR SELECTED DEGREE PLANS**

DRAFT



**2022-2023  
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FOX TECH HEALTH AND LAW PROFESSIONS PTECH  
IN PARTNERSHIP  
WITH SAN ANTONIO COLLEGE - ALAMO COLLEGES DISTRICT  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AND**

**SAN ANTONIO COLLEGE  
ALAMO COLLEGES DISTRICT**

SAN ANTONIO COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the “P-TECH”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District P-TECH as of the 2022-2023 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school’s capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 637 N. Main Ave. San Antonio, TX 78205.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the “P-TECH Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be December 1, 2022-July 31, 2023. Effectiveness is subject to approval of the P-TECH designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH

Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Director/Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.
- c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members

will consist of representatives from the community, economic development partners, Business Administration Associate of Arts and Accounting Technology Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

- d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College may provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the **Fox Tech Health and Law Professions P-TECH High School in partnership with San Antonio College - Alamo Colleges District**. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

- b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.
- f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

- ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)

- g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four to six-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.
- c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.
- e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the P-TECH, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may

not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:
  - i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
  - ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10<sup>th</sup> grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

## 11. CURRICULUM

- a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
- (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will

include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- k. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.
- l. P-TECH Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. Online and asynchronous should be considered the modality of last resort.
- m. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH student may be treated as a student with the Early Admissions status, thereby making the P-TECH student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

- t. As part of the experiences within the course of study in the P-TECH, students should be provided with career mentors selected from the business partners or other industry applicable businesses.
- u. The P-TECH, College and selected business partners of the P-TECH will create a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.
- v. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.
- w. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.
- x. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.
- y. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.
- z. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

## **12. ADVISING**

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2), and the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins course.
- b. Texas Education Code §§ 51.9685(b) & (c) require, which states that a student shall file a degree plan with the college not later than:

1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- c. Texas Education Code §130.0104(c) requires that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields. The college will provide information on AlamoINSTITUTES via the HSP office or college designee appropriate to the student's selected pathway.
- d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.
- e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- f. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in

transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each PTECH course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The PTECH will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the PTECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all

PTECH Students, whether enrolled in courses at the PTECH or the College, will have the required Course Materials by the first instructional day.

a. Courses taught at the P-TECH:

- i. As part of the Course Agreements, the College includes the AlamoBooks+/ Instructional Materials charge, if applicable, or other required materials for courses.
- ii. AlamoBooks+/ Instructional Materials charges are applied every semester on courses that specify the need for said charges.
- iii. AlamoBooks+/ Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
- v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:

- i. The College includes the AlamoBooks+/ Instructional Materials charge as part of the Course Agreements.
- ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections:

- i. The College will follow the Guidelines for Selection of AlamoBooks+/ Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
- ii. AlamoBooks+/ IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.
- iii. The College will communicate any changes in IM, including AlamoBooks+/ IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
- iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.
- v. AlamoBooks+ Instructional Materials fees will apply for all courses where the composition of the class is both regular college students and PTECH students. Students will need to verify all materials within the ACD system to ensure they receive appropriate material for the

- d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required AlamoBooks+/IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an AlamoBooks+/Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the AlamoBooks+/IM Direct.

The P-TECH will use the Course Agreement Forms to determine AlamoBooks+/IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the PTECH when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion

of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto College Syllabus Platform ~~Course~~, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

- i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.
- k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

**15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

**16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

## **17. P-TECH CALENDAR**

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus PTECH and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.
- b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

## **19. STUDENT SAFETY**

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the

Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: <https://www.alamo.edu/about-us/compliance/campus-carry>.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance>. P-TECH Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909>. In the event

of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

#### **24. STUDENT DATA SHARING**

Parties agree to share student data for P-TECH purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

#### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably

designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other

informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other's access to the complainant, respondent, and witnesses.

All PTECH Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be

responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- d. Any transportation and food services will be provided by the School District.
- e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
  - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections'

census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- h. School District’s failure to meet its payment responsibilities as fiscal agent regarding a student will result in College’s refusal of enrollment of the School District for the next Academic Year after determination of payment default.

**30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

**31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

**32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

**33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

**34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

**35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

**39. NOTICE**

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
[Jaquino1@saisd.net](mailto:Jaquino1@saisd.net)

**College:**

San Antonio College  
ATTN: College President  
1819 N. Main Ave.  
San Antonio, Texas 78212  
[fsolis@alamo.edu](mailto:fsolis@alamo.edu)

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
[grailey@alamo.edu](mailto:grailey@alamo.edu)

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
[pmeruin@alamo.edu](mailto:pmeruin@alamo.edu)

**40. NON-APPROPRIATION**

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the

budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Francisco Solis, Interim President  
San Antonio College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey, Vice Chancellor  
Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent  
San Antonio ISD

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

**EXHIBIT B**

**CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES**

**FOR SELECTED DEGREE PLANS**

DRAFT



**2022-2023  
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HIGHLANDS P-TECH IN PARTNERSHIP  
WITH ST. PHILIP'S COLLEGE - ALAMO COLLEGES DISTRICT  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**ST. PHILIP'S COLLEGE  
ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2022-2023 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 3118 Elgin Ave. San Antonio, TX 78210.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the “P-TECH Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be December 1, 2022-July 31, 2023. Effectiveness is subject to approval of the P-TECH designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH

Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Director/Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.
- c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members

will consist of representatives from the community, economic development partners, Business Administration Associate of Arts and Accounting Technology Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

- d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College may provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the **Highlands P-TECH High School in partnership with ST. PHILIP’S COLLEGE - Alamo Colleges District**. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

- b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.
- f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

- ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)

- g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four to six-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.
- c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.
- e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the P-TECH, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may

not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:
  - i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
  - ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

## 11. CURRICULUM

- a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
- (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will

include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- k. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.
- l. P-TECH Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. Online and asynchronous should be considered the modality of last resort.
- m. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH student may be treated as a student with the Early Admissions status, thereby making the P-TECH student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

- t. As part of the experiences within the course of study in the P-TECH, students should be provided with career mentors selected from the business partners or other industry applicable businesses.
- u. The P-TECH, College and selected business partners of the P-TECH will create a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.
- v. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.
- w. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.
- x. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.
- y. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.
- z. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

## **12. ADVISING**

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2), and the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins course.
- b. Texas Education Code §§ 51.9685(b) & (c) require, which states that a student shall file a degree plan with the college not later than:

1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- c. Texas Education Code §130.0104(c) requires that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields. The college will provide information on AlamoINSTITUTES via the HSP office or college designee appropriate to the student's selected pathway.
- d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.
- e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- f. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in

transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each PTECH course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The PTECH will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the PTECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all

PTECH Students, whether enrolled in courses at the PTECH or the College, will have the required Course Materials by the first instructional day.

a. Courses taught at the P-TECH:

- i. As part of the Course Agreements, the College includes the AlamoBooks+/ Instructional Materials charge, if applicable, or other required materials for courses.
- ii. AlamoBooks+/ Instructional Materials charges are applied every semester on courses that specify the need for said charges.
- iii. AlamoBooks+/ Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
- v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:

- i. The College includes the AlamoBooks+/ Instructional Materials charge as part of the Course Agreements.
- ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections:

- i. The College will follow the Guidelines for Selection of AlamoBooks+/ Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
- ii. AlamoBooks+/ IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.
- iii. The College will communicate any changes in IM, including AlamoBooks+/ IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
- iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.
- v. AlamoBooks+ Instructional Materials fees will apply for all courses where the composition of the class is both regular college students and PTECH students. Students will need to verify all materials within the ACD system to ensure they receive appropriate material for the

- d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required AlamoBooks+/IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an AlamoBooks+/Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the AlamoBooks+/IM Direct.

The P-TECH will use the Course Agreement Forms to determine AlamoBooks+/IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the PTECH when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion

of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto College Syllabus Platform ~~Course~~, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

- i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.
- k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

**15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

**16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

## **17. P-TECH CALENDAR**

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus PTECH and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.
- b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

## **19. STUDENT SAFETY**

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the

Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: <https://www.alamo.edu/about-us/compliance/campus-carry>.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance>. P-TECH Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909>. In the event

of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

#### **24. STUDENT DATA SHARING**

Parties agree to share student data for P-TECH purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

#### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably

designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other

informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other's access to the complainant, respondent, and witnesses.

All PTECH Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be

responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- d. Any transportation and food services will be provided by the School District.
- e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
  - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections'

census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- h. School District’s failure to meet its payment responsibilities as fiscal agent regarding a student will result in College’s refusal of enrollment of the School District for the next Academic Year after determination of payment default.

**30. EQUAL EMPLOYMENT OPPORTUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

**31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

**32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

**33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

**34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

**35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

**39. NOTICE**

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
[Jaquino1@saisd.net](mailto:Jaquino1@saisd.net)

**College:**

ST. PHILIP'S COLLEGE  
ATTN: College President  
1801 Martin Luther King Dr.  
San Antonio, Texas 78203  
[aloston@alamo.edu](mailto:aloston@alamo.edu)

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
[grailey@alamo.edu](mailto:grailey@alamo.edu)

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
[pmeruin@alamo.edu](mailto:pmeruin@alamo.edu)

**40. NON-APPROPRIATION**

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the

budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Adena Williams Loston, President  
St. Philip's College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey, Vice Chancellor  
Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent  
San Antonio ISD

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

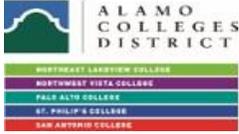
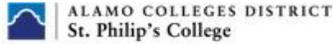
1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

**EXHIBIT B**

**CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES**

**FOR SELECTED DEGREE PLANS**

DRAFT



**2022-2023  
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**LANIER P-TECH IN PARTNERSHIP  
WITH ST. PHILIP'S COLLEGE - ALAMO COLLEGES DISTRICT  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**ST. PHILIP'S COLLEGE  
ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2022-2023 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 1514 W. Cesar E Chavez Blvd, San Antonio, TX78207.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the “P-TECH Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

#### **1. TERM**

The Initial Term of this MOU shall be December 1, 2022-July 31, 2023. Effectiveness is subject to approval of the P-TECH designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

#### **2. APPLICABLE LAW**

The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH

Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Director/Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.
- c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members

will consist of representatives from the community, economic development partners, Business Administration Associate of Arts and Accounting Technology Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

- d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College may provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the **LANIER P-TECH High School in partnership with ST. PHILIP’S COLLEGE - Alamo Colleges District**. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

- b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.
- f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

- ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)

- g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four to six-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.
- c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.
- e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the P-TECH, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may

not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:
  - i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
  - ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10<sup>th</sup> grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

## 11. CURRICULUM

- a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
- (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will

include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- k. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.
- l. P-TECH Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. Online and asynchronous should be considered the modality of last resort.
- m. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH student may be treated as a student with the Early Admissions status, thereby making the P-TECH student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

- t. As part of the experiences within the course of study in the P-TECH, students should be provided with career mentors selected from the business partners or other industry applicable businesses.
- u. The P-TECH, College and selected business partners of the P-TECH will create a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.
- v. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.
- w. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.
- x. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.
- y. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.
- z. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

## **12. ADVISING**

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2), and the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins course.
- b. Texas Education Code §§ 51.9685(b) & (c) require, which states that a student shall file a degree plan with the college not later than:

1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- c. Texas Education Code §130.0104(c) requires that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields. The college will provide information on AlamoINSTITUTES via the HSP office or college designee appropriate to the student's selected pathway.
- d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.
- e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- f. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in

transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each PTECH course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The PTECH will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the PTECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all

PTECH Students, whether enrolled in courses at the PTECH or the College, will have the required Course Materials by the first instructional day.

a. Courses taught at the P-TECH:

- i. As part of the Course Agreements, the College includes the AlamoBooks+/ Instructional Materials charge, if applicable, or other required materials for courses.
- ii. AlamoBooks+/ Instructional Materials charges are applied every semester on courses that specify the need for said charges.
- iii. AlamoBooks+/ Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
- v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:

- i. The College includes the AlamoBooks+/ Instructional Materials charge as part of the Course Agreements.
- ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections:

- i. The College will follow the Guidelines for Selection of AlamoBooks+/ Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
- ii. AlamoBooks+/ IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.
- iii. The College will communicate any changes in IM, including AlamoBooks+/ IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
- iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.
- v. AlamoBooks+ Instructional Materials fees will apply for all courses where the composition of the class is both regular college students and PTECH students. Students will need to verify all materials within the ACD system to ensure they receive appropriate material for the

- d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required AlamoBooks+/IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an AlamoBooks+/Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the AlamoBooks+/IM Direct.

The P-TECH will use the Course Agreement Forms to determine AlamoBooks+/IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the PTECH when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion

of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto College Syllabus Platform ~~Course~~, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

- i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.
- k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

**15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

**16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

## **17. P-TECH CALENDAR**

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus PTECH and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.
- b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

## **19. STUDENT SAFETY**

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the

Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: <https://www.alamo.edu/about-us/compliance/campus-carry>.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance>. P-TECH Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909>. In the event

of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

#### **24. STUDENT DATA SHARING**

Parties agree to share student data for P-TECH purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

#### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably

designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other

informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other's access to the complainant, respondent, and witnesses.

All PTECH Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be

- responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.
- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
  - d. Any transportation and food services will be provided by the School District.
  - e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
  - f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
  - g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
    - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
    - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
    - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections'

census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- h. School District’s failure to meet its payment responsibilities as fiscal agent regarding a student will result in College’s refusal of enrollment of the School District for the next Academic Year after determination of payment default.

**30. EQUAL EMPLOYMENT OPPORTUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

**31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

**32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

**33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

**34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

**35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

**39. NOTICE**

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
[Jaquino1@saisd.net](mailto:Jaquino1@saisd.net)

**College:**

ST. PHILIP'S COLLEGE  
ATTN: College President  
1801 Martin Luther King Dr.  
San Antonio, Texas 78203  
[aloston@alamo.edu](mailto:aloston@alamo.edu)

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
[grailey@alamo.edu](mailto:grailey@alamo.edu)

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
[pmeruin@alamo.edu](mailto:pmeruin@alamo.edu)

**40. NON-APPROPRIATION**

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the

budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Adena Williams Loston, President  
St. Philip's College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey, Vice Chancellor  
Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent  
San Antonio ISD

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

**EXHIBIT B**

**CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES**

**FOR SELECTED DEGREE PLANS**

DRAFT

**2022-2023**  
**PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL**  
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CYBER P-TECH USA AT SAM HOUSTON HIGH SCHOOL IN PARTNERSHIP**  
**WITH ST. PHILIP'S COLLEGE - ALAMO COLLEGES DISTRICT**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**ST. PHILIP'S COLLEGE**  
**ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2022-2023 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 4635 E. Houston St., San Antonio, TX 78220.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the “P-TECH Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

#### **1. TERM**

The Initial Term of this MOU shall be December 1, 2022-July 31, 2023. Effectiveness is subject to approval of the P-TECH designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

#### **2. APPLICABLE LAW**

The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

Texas Education Code § 51.4034 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

The report must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB Texas Education Code 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Texas Education Code 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH

Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Director/Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.
- c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members

will consist of representatives from the community, economic development partners, Business Administration Associate of Arts and Accounting Technology Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

- d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College may provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

## 6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the **CYBER P-TECH USA AT SAM HOUSTON HIGH SCHOOL in partnership with ST. PHILIP’S COLLEGE - Alamo Colleges District**. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

- b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.
- f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

- ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)

- g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. Texas Education Code § 51.9685 (c-2) requires that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four to six-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.
- c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.
- e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## 10. RECRUITMENT

The School District, through the P-TECH, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may

not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

- c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:
  - i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
  - ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10<sup>th</sup> grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

## 11. CURRICULUM

- a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
- (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will

include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- k. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.
- l. P-TECH Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement. Online and asynchronous should be considered the modality of last resort.
- m. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

- o. If a student fails a course, any retakes can be taken the next Part of Term upon agreement from both the college and ISD staff. Early Admission requirements may apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH student may be treated as a student with the Early Admissions status, thereby making the P-TECH student responsible for all corresponding tuition and fees.
- p. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- r. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- s. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

- t. As part of the experiences within the course of study in the P-TECH, students should be provided with career mentors selected from the business partners or other industry applicable businesses.
- u. The P-TECH, College and selected business partners of the P-TECH will create a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.
- v. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.
- w. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.
- x. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.
- y. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.
- z. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

## **12. ADVISING**

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, Texas Education Code, Sections 28.009 (b-1) and (b-2), and the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins course.
- b. Texas Education Code §§ 51.9685(b) & (c) require, which states that a student shall file a degree plan with the college not later than:

1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- c. Texas Education Code §130.0104(c) requires that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields. The college will provide information on AlamoINSTITUTES via the HSP office or college designee appropriate to the student's selected pathway.
- d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.
- e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- f. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in

transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required varieties of materials used for course instruction (“Course Materials”), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each PTECH course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day.

Instructional materials are a subset of Course Materials, whether electronic, paper or mixed, for which the School District will be responsible for payment to and be invoiced by the Alamo Colleges District Business Office. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

ALAMOBooks+ is a Course Material rental program adopted by the College for Spring and Summer 2022 which is under consideration for permanent adoption.

The PTECH will use the Course Agreement Forms to determine any Instructional Material specification and associated payment obligation of the School District. When Instructional Material requirements change for courses taught at the College, the College will notify the PTECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required Course Materials for a course. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all

PTECH Students, whether enrolled in courses at the PTECH or the College, will have the required Course Materials by the first instructional day.

a. Courses taught at the P-TECH:

- i. As part of the Course Agreements, the College includes the AlamoBooks+/ Instructional Materials charge, if applicable, or other required materials for courses.
- ii. AlamoBooks+/ Instructional Materials charges are applied every semester on courses that specify the need for said charges.
- iii. AlamoBooks+/ Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
- iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
- v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:

- i. The College includes the AlamoBooks+/ Instructional Materials charge as part of the Course Agreements.
- ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections:

- i. The College will follow the Guidelines for Selection of AlamoBooks+/ Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
- ii. AlamoBooks+/ IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.
- iii. The College will communicate any changes in IM, including AlamoBooks+/ IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
- iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.
- v. AlamoBooks+ Instructional Materials fees will apply for all courses where the composition of the class is both regular college students and PTECH students. Students will need to verify all materials within the ACD system to ensure they receive appropriate material for the

- d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required AlamoBooks+/IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an AlamoBooks+/Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the AlamoBooks+/IM Direct.

The P-TECH will use the Course Agreement Forms to determine AlamoBooks+/IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses. The Colleges will work collaboratively with the PTECH when hiring new instructors to review qualifications as adjunct instructors before offer of employment is made by the district.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion

of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

- d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto College Syllabus Platform ~~Course~~, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

- i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
- j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.
- k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

**15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

**16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

## **17. P-TECH CALENDAR**

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

The District and campus will share their instructional calendars with the College at the beginning of the school year along with all important points of contact for the campus PTECH and Dual Credit programs.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.
- b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

## **19. STUDENT SAFETY**

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the

Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: <https://www.alamo.edu/about-us/compliance/campus-carry>.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance>. P-TECH Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909>. In the event

of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

#### **24. STUDENT DATA SHARING**

Parties agree to share student data for P-TECH purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

#### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably

designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. “Sex” discrimination under Title IX includes gender discrimination and sexual harassment. “Sexual harassment” under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other

informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other's access to the complainant, respondent, and witnesses.

All PTECH Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be

- responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.
- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
  - d. Any transportation and food services will be provided by the School District.
  - e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
  - f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.
  - g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
    - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
    - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
    - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections'

census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- h. School District’s failure to meet its payment responsibilities as fiscal agent regarding a student will result in College’s refusal of enrollment of the School District for the next Academic Year after determination of payment default.

### **30. EQUAL EMPLOYMENT OPPORTUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

### **31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

### **32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

### **33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

**34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

**35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail. The parties agree that if School District, within the first 90 days of the Term, makes a written request to College to revise or add certain provisions to this Agreement, they will promptly and reasonably negotiate, and if agreement is reached execute, an implementing amendment.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

**39. NOTICE**

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
514 Quincy St.  
San Antonio, TX 78212  
[Jaquino1@saisd.net](mailto:Jaquino1@saisd.net)

**College:**

ST. PHILIP'S COLLEGE  
ATTN: College President  
1801 Martin Luther King Dr.  
San Antonio, Texas 78203  
[aloston@alamo.edu](mailto:aloston@alamo.edu)

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Vice Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
[grailey@alamo.edu](mailto:grailey@alamo.edu)

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
[pmeruin@alamo.edu](mailto:pmeruin@alamo.edu)

**40. NON-APPROPRIATION**

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the

budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Adena Williams Loston, President  
St. Philip's College

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. George Railey, Vice Chancellor  
Academic Success

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Jaime Aquino, Superintendent  
San Antonio ISD

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## **EXHIBIT A**

### ***The Alamo Colleges District Principles on Dual Credit & Early College Partnerships***

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

**EXHIBIT B**

**CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES**

**FOR SELECTED DEGREE PLANS**

DRAFT

## Summary of all ECHS and PTECH Programs

HS Grade Level	Enrollment
9th	581
10th	488
11th	338
12th	311
<b>Enrollment Total:</b>	<b>1,718</b>

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	13	3%	10	3%	6	2%	3	0%	32	2%
Hispanic	518	106%	434	128%	300	96%	267	16%	1,519	88%
African American	45	9%	33	10%	29	9%	36	2%	143	8%
Asian, Pacific Islander	1	0%	3	1%	1	0%	2	0%	7	0%
American Indian/Alaska Native	2	0%	1	0%	1	0%	0	0%	4	0%
Two or more races	6	1%	4	1%	1	0%	3	0%	14	1%
Female	319	65%	254	75%	210	68%	174	10%	957	56%
Male	267	55%	230	68%	128	41%	137	8%	762	44%
At-Risk	271	56%	212	63%	149	48%	111	6%	743	43%
Special Populations (GT)	124	25%	139	41%	83	27%	107	6%	453	26%
Economically Disadvantaged	432	89%	355	105%	275	88%	208	12%	1,270	74%
Special Education	38	8%	33	10%	8	3%	13	1%	92	5%
504 Program	45	9%	40	12%	22	7%	25	1%	132	8%
English Language Learner	72	15%	70	21%	45	14%	21	1%	208	12%
Homeless	8	2%	2.00	1%	0.00	0%	0	0%	10	1%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 hours	581	100%	123	25%	10	3%	4	1%	718	42%
3 Hours	0	0%	292	60%	19	6%	15	5%	326	19%
6-12 Hours	0	0%	72	15%	117	35%	42	14%	231	13%
12 to 24 hours	0	0%	1	0%	192	57%	143	46%	336	20%
24 or More hours	0	0%	0	0%	0	0%	107	34%	107	6%
Total:	581		488		338		311		1,718	
On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	581	N/A	406	83%	176	52%	144	46%	1,279	74%
Off Track to Associates (5-6 yr plan)	0	N/A	63	13%	146	43%	150	48%	359	21%
On Track for Level One Certification	0	N/A	159	33%	136	40%	83	27%	378	22%
On Track for Industry-based Certifications	24	N/A	165	34%	80	24%	51	16%	320	19%
Number of Students retaking courses	0	N/A	16	3%	21	6%	21	7%	58	3%
TSIA Ready (both)	16	%	60	12%	117	35%	154	50%	347	20%

### Travis ECHS (November 2022 Snapshot)

HS Grade Level	Enrollment
9th	<b>111</b>
10th	<b>110</b>
11th	<b>91</b>
12th	<b>113</b>
<b>Enrollment Total:</b>	<b>425</b>

PATHWAY(S)
Associate of Arts, General Studies
Associate of Arts, Teaching, EC-6
Level One Certificate of Completion, Public Administration
Level One Certificate of Completion, Small Business Management (new 23-24)

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	5	5%	4	4%	3	3%	0	0%	12	3%
Hispanic	103	94%	105	115%	87	77%	110	26%	405	95%
African American	1	1%	1	1%	0	0%	2	0%	4	1%
Asian, Pacific Islander	0	0%	0	0%	0	0%	1	0%	1	0%
American Indian/Alaska Native	1	1%	0	0%	1	1%	0	0%	2	0%
Two or more races	1	1%	0	0%	0	0%	0	0%	1	0%
Female	66	60%	61	67%	54	48%	63	15%	244	57%
Male	45	41%	49	54%	37	33%	50	12%	181	43%
At-Risk	52	47%	24	26%	18	16%	18	4%	112	26%
Special Populations (GT)	13	12%	27	30%	21	19%	27	6%	88	21%
Economically Disadvantaged	78	71%	80	88%	71	63%	80	19%	309	73%
Special Education	4	4%	2	2%	0	0%	2	0%	8	2%
504 Program	8	7%	9	10%	5	4%	12	3%	34	8%
English Language Learner	23	21%	19	21%	7	6%	7	2%	56	13%
Homeless	1	1%	0	0%	0	0%	0	0%	1	0%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 hours	111	100%	16	15%	0	0%	0	0%	127	30%
3 Hours	0	0%	93	85%	1	1%	0	0%	94	22%
6-12 Hours	0	0%	1	1%	40	44%	4	4%	45	11%
12 to 24 hours	0	0%	0	0%	50	55%	93	82%	143	34%
24 or More hours	0	0%	0	0%	0	0%	16	14%	16	4%
<b>Total:</b>	<b>111</b>		<b>110</b>		<b>91</b>		<b>113</b>		<b>425</b>	
On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	111	100%	110	100%	54	59%	84	74%	359	84%
Off Track to Associates	0	0%	0	0%	37	41%	28	25%	65	15%
On Track for Level One Certification	0	0%	0	0%	37	41%	21	19%	58	14%
On Track for Industry-based Certifications	0	0%	0	0%	0	0%	0	0%	0	0%
Number of Students retaking courses	0	0%	0	0%	15	16%	18	16%	33	8%
TSIA Ready (both)	9	8%	32	29%	54	59%	84	74%	179	42%

### St. Philip's College (November 2022 Snapshot)

HS Grade Level	Enrollment
9th	<b>89</b>
10th	<b>78</b>
11th	<b>66</b>
12th	<b>52</b>
<b>Enrollment Total:</b>	<b>285</b>

PATHWAY(S)
Associate of Arts, General Studies
Associate of Applied Science, Automotive Technology
Associate of Applied Science, Information Technology Cybersecurity
Level One Certificate of Completion: Automotive Technogy, Brakes and Front End Specialist, Transmission Specialist, Engine Performance Specialist and Heating and Air Conditioning
Level One Certificate of Completion, Culinary Arts
Level One Certificate of Completion, Nursing Aide for Health Care
Level One Certificate of Completion, Healthcare Technician, Phlebotomy

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	0	0%	1	1%	0	0%	0	0%	1	0%
Hispanic	74	83%	62	79%	52	79%	40	77%	228	80%
African American	14	16%	14	18%	13	20%	11	21%	52	18%
Asian, Pacific Islander	0	0%	0	0%	0	0%	0	0%	0	0%
American Indian/Alaska Native	1	1%	0	0%	0	0%	0	0%	1	0%
Two or more races	0	0%	1	1%	1	2%	1	2%	3	1%
Female	52	58%	40	51%	40	61%	28	54%	160	56%
Male	37	42%	38	49%	26	39%	24	46%	125	44%
At-Risk	50	56%	43	55%	24	36%	19	37%	136	48%
Special Populations (GT)	9	10%	8	10%	11	17%	11	21%	39	14%
Economically Disadvantaged	75	84%	67	86%	58	88%	39	75%	239	84%
Special Education	1	1%	4	5%		0%	3	6%	8	3%
504 Program	3	3%	8	10%	4	6%	2	4%	17	6%
English Language Learner	6	7%	18	23%	8	12%	4	8%	36	13%
Homeless	3	3%	0	0%	0	0%	0	0%	3	1%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 hours	89	100%	45	58%	8	12%	2	4%	144	51%
3 Hours	0	0%	33	42%	14	21%	3	6%	50	18%
6-12 Hours	0	0%	0	0%	16	24%	4	8%	20	7%
12 to 24 hours	0	0%	0	0%	28	42%	13	25%	41	14%
24 or More hours	0	0%	0	0%	0	0%	30	58%	30	11%
<b>Total:</b>	<b>89</b>		<b>78</b>		<b>66</b>		<b>52</b>		<b>285</b>	
On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	89	100%	49	63%	25	38%	21	40%	184	65%
Off Track to Associates	0	0%	13	17%	25	38%	20	38%	58	20%
On Track for Level One Certification	0	0%	30	38%	19	29%	17	33%	66	23%
On Track for Industry-based Certifications	0	0%	0	0%	0	0%	0	0%	0	0%
Number of Students retaking courses	0	0%	0	0%	0	0%	0	0%	0	0%
TSIA Ready (both)	4	4%	4	5%	19	29%	27	52%	54	19%

## Brackenridge ECHS (November 2022 Snapshot)

HS Grade Levels	Enrollment
9th	<b>125</b>
10th	<b>101</b>
11th	<b>101</b>
12th	<b>94</b>
<b>Enrollment Total:</b>	<b>421</b>

PATHWAY(S)
Associate of Arts, General Studies
Level Certificate of Completion, Small Business Management (new 23-24)

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	1	1%	1	1%	2	2%	3	3%	7	2%
Hispanic	118	94%	95	94%	96	95%	91	97%	400	95%
African American	3	2%	5	5%	3	3%	0	0%	11	3%
Asian, Pacific Islander	0	0%	0	0%	0	0%	0	0%	0	0%
American Indian/Alaska Native	0	0%	0	0%	0	0%	0	0%	0	0%
Two or more races	3	2%	1	1%	0	0%	0	0%	4	1%
Female	76	61%	64	63%	54	53%	61	65%	255	61%
Male	49	39%	37	37%	47	47%	33	35%	166	39%
At-Risk	66	53%	87	86%	89	88%	67	71%	309	73%
Special Populations (GT)	20	16%	19	19%	17	17%	19	20%	75	18%
Economically Disadvantaged	107	86%	102	101%	95	94%	88	94%	392	93%
Special Education	4	3%	6	6%	4	4%	2	2%	16	4%
504 Program	7	6%	5	5%	6	6%	7	7%	25	6%
English Language Learner	20	16%	14	14%	26	26%	9	10%	69	16%
Homeless	1	1%	1	1%	0	0%	0	0%	2	0%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 hours	125	100%	4	4%	1	1%	2	2%	132	31%
3 Hours	0	0%	97	96%	2	2%	2	2%	101	24%
6-12 Hours	0	0%	0	0%	29	29%	9	10%	38	9%
12 to 24 hours	0	0%	0	0%	69	68%	23	24%	92	22%
24 or More hours	0	0%	0	0%		0%	58	62%	58	14%
<b>Total:</b>	<b>125</b>		<b>101</b>		<b>101</b>		<b>94</b>		<b>421</b>	
On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	125	100%	96	95%	51	50%	37	39%	309	73%
Off Track to Associates	0	0%	5	5%	50	50%	57	61%	112	27%
On Track for Level One Certification	0	0%	5	0%	0	0%	0	0%	5	1%
On Track for Industry-based Certification	0	0%	5	0%	0	0%	0	0%	5	1%
Number of Students retaking courses	0	0%	5	5%	6	6%	3	3%	14	3%
TSIA Ready (both)	3	2%	8	8%	24	24%	40	43%	75	18%

### Fox Tech H-TECH (November 2022 Snapshot)

Cohort	Enrollment
9th	92
10th	53
11th	51
12th	N/A
<b>Enrollment Total:</b>	<b>196</b>

PATHWAY
Associate of Science, Healthcare Pathways

Industry Based Certifications
Certified Phlebotomist
Certified EKG Technician
Certified Patient Care Technician
Certified Pharmacy Technician

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	3	3%	1	2%	0	0%			4	2%
Hispanic	78	85%	51	96%	48	94%			177	90%
African American	10	11%	1	2%	3	6%			14	7%
Asian, Pacific Islander	1	1%	0	0%	0	0%			1	1%
American Indian/Alaska Native	0	0%	0	0%	0	0%			0	0%
Two or more races	0	0%	0	0%	0	0%			0	0%
Female	72	78%	46	87%	45	88%			163	83%
Male	20	22%	7	13%	6	12%			33	17%
At-Risk	47	51%	26	49%	13	25%			86	44%
Special Populations (GT)	7	8%	15	28%	6	12%			28	14%
Economically Disadvantaged	85	92%	44	83%	47	92%			176	90%
Special Education	5	5%	5	9%	1	2%			11	6%
504 Program	2	2%	3	6%	2	4%			7	4%
English Language Learner	11	12%	10	19%	4	8%			25	13%
Homeless	1	1%	0	0%	0	0%			1	1%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 hours	92	100%	0	0%	0	0%			92	47%
3 Hours	0	0%	6	11%	1	2%			7	4%
6-12 Hours	0	0%	47	89%	21	41%			68	35%
12 to 24 hours	0	0%	0	0%	29	57%			29	15%
24 or More hours	0	0%	0	0%	0	0%			0	0%
<b>Total:</b>	<b>92</b>		<b>53</b>		<b>51</b>				<b>196</b>	
On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	92	100%	22	42%	17	33%			131	67%
Off Track to Associates (5-6 yr plan)	0	0%	30	57%	34	67%			64	33%
On Track for Level One Certification	0	0%	53	100%	51	100%			104	53%
On Track for Industry-based Certifications	0	0%	53	100%	51	100%			104	53%
Number of Students retaking courses	0	0%	0	0%	0	0%			0	0%
TSIA Ready (both)	0	0%	7	13%	17	33%			24	12%

Note that this PTECH is only in year 3 of the program.

### Highlands P-TECH (November 2022 Snapshot)

Cohort	Enrollment
9th	78
10th	72
11th	N/A
12th	N/A
<b>Enrollment Total:</b>	150

PATHWAYS
Associate of Science, Engineering
Associate of Applied Science, Automated Industrial Processing, Mechatronics
Level One and Two Certificate of Completion, Automated Industrial Process Associate, Mechatronics
Associate of Applied Science, Welding Technology
Level One Certificate of Completion: Welding (Entry Level), Inert Gas, Structural Pipe Layout
Associate of Applied Science, Aircraft Technician, Airframe and/or Aircraft Technician, Powerplant

Industry Based Certifications
TBD

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	3	4%	2	3%					5	3%
Hispanic	73	94%	61	85%					134	89%
African American	6	8%	3	4%					9	6%
Asian, Pacific Islander	0	0%	2	3%					2	1%
American Indian/Alaska Native	0	0%	0	0%					0	0%
Two or more races	0	0%	0	0%					0	0%
Female	21	27%	14	19%					35	23%
Male	61	78%	54	75%					115	77%
At-Risk	54	69%	25	35%					79	53%
Special Populations (GT)	3	4%	7	10%					10	7%
Economically Disadvantaged	74	95%	55	76%					129	86%
Special Education	18	23%	8	11%					26	17%
504 Program	7	9%	7	10%					14	9%
English Language Learner	12	15%	9	13%					21	14%
Homeless	2	3%	1	1%					3	2%

Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 Hours	78	100%	46	64%					124	83%
3-5 Hours	0	0%	20	28%					20	13%
6-12 Hours	0	0%	6	8%					6	4%
12 to 24 hours	0	0%	0	0%					0	0%
24 or More hours	0	0%	0	0%					0	0%
<b>Total:</b>	<b>78</b>		<b>72</b>		<b>0</b>		<b>0</b>		<b>150</b>	

On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates *All students have a 5-6 year Associate degree plan (not possible in 4 years)	78	100%	66	92%					144	96%
Off Track to Associates (5-6 yr plan)	0	0%	4	6%					4	3%
On Track for Level One Certification	0	0%	31	43%					31	21%
On Track for Industry-based Certifications	0	0%	33	46%					33	22%
Number of Students retaking courses	0	0%	0	0%					0	0%
TSIA Ready (both)	0	0%	6	8%					6	4%

Note that this PTECH is only in year 2 of the program.

### Sam Houston Cyber P-TECH (November 2022 Snapshot)

Cohort	Enrollment
9th	<b>28</b>
10th	<b>22</b>
11th	<b>29</b>
12th	<b>52</b>
<b>Enrollment Total:</b>	<b>131</b>

PATHWAYS
Associate of Applied Science, Information Technology-Cybersecurity
Associate of Applied Science, Business Management and Technology (new 23-24 )
Level One Certificate of Completion, Cybersecurity Specialist
Level One Certificate of Completion, Small Business Management (new 23-24)

Industry Based Certifications
CompTIA ITF+
CompTIA Network +
CompTIA Security +
CompTIA A+

Student Demographics	9th	%	10th	%	11th	%	12th	%	Total	%
White	0	0%	1	5%	1	3%	0	0%	2	2%
Hispanic	18	64%	11	50%	17	59%	26	50%	72	55%
African American	10	36%	8	36%	10	34%	23	44%	51	39%
Asian, Pacific Islander	0	0%	0	0%	1	3%	1	2%	2	2%
American Indian/Alaska Native	0	0%	0	0%	0	0%	0	0%	0	0%
Two or more races	0	0%	2	9%	0	0%	2	4%	4	3%
Female	11	39%	7	32%	17	59%	22	42%	57	44%
Male	17	61%	15	68%	12	41%	30	58%	74	56%
Special Populations	1	4%	0	0%	5	17%	7	13%	13	10%
Economically Disadvantaged	28	100%	20	91%	28	97%	50	96%	126	96%
Special Education	3	11%	2	9%	4	14%	1	2%	10	8%
504 Program	2	7%	3	14%	3	10%	6	12%	14	11%
English Language Learner	3	11%	2	9%	5	17%	4	8%	14	11%
Homeless	0	0%	0	0%	0	0%	1	2%	1	1%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	Total	%
0 hours	28	100%	1	5%	1	3%	0	0%	30	23%
3 Hours	0	0%	20	91%	1	3%	10	19%	31	24%
6-12 Hours	0	0%	0	0%	11	38%	25	48%	36	27%
12 to 24 hours	0	0%	1	5%	16	55%	14	27%	31	24%
24 or More hours	0	0%	0	0%	0	0%	3	6%	3	2%
<b>Total:</b>	<b>28</b>		<b>22</b>		<b>29</b>		<b>52</b>		<b>131</b>	
Persistence: ON/OFF Track	9th	%	10th	%	11th	%	12th	%	Total	%
On Track to Associates	28	100%	22	100%	29	100%	2	4%	53	40%
Off Track to Associates (5-6 yr plan)	0	0%	0	0%	0	0%	45	87%	45	34%
On Track for Level One Certification	0	0%	22	100%	29	100%	45	87%	96	73%
On Track for Industry-based Certifications	0	0%	22	100%	29	100%	51	98%	102	78%
Number of Students retaking courses	0	0%	0	0%	0	0%	0	0%	0	0%
TSIA Ready	0	0%	0	0%	3	10%	3	6%	6	5%

Note that this PTECH is only in year 4 of the program.

### Edison P-TECH (November 2022 Snapshot)

Cohort	Enrollment
9th	24
10th	34
11th	N/A
12th	N/A
<b>Enrollment Total:</b>	<b>58</b>

PATHWAYS
Associate of Applied Science, Accounting Technology
Level One Certificate of Completion, Accounting Technician
Associate of Arts, Business Administration

Industry Based Certifications
Microsoft Word Expert
Microsoft Excel Expert

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	0	0%	0	0%					0	0%
White/Hispanic	22	92%	32	94%					54	93%
African American	0	0%	0	0%					0	0%
Asian, Pacific Islander	0	0%	1	3%					1	2%
American Indian/Alaska Native	0	0%	1	3%					1	2%
Two or more races	2	8%	0	0%					2	3%
Female	11	46%	16	47%					27	47%
Male	14	58%	18	53%					32	55%
Special Populations (GT)	0	0%	5	15%					5	9%
Economically Disadvantaged	20	83%	27	79%					47	81%
Special Education	3	13%	3	9%					6	10%
504 Program	2	8%	3	9%					5	9%
English Language Learner	8	33%	5	15%					13	22%
Homeless	0	0%	0	0%					0	0%
Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 Hours	24	100%	11	32%					35	60%
3 Hours	0	0	23	68%					23	40%
6-12 Hours	0	0	0	0%					0	0%
12 to 24 hours	0	0	0	0%					0	0%
24 or More hours	0	0	0	0%					0	0%
<b>Total:</b>	<b>24</b>		<b>34</b>		<b>0</b>		<b>0</b>		<b>58</b>	
On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	24	100%	23	68%					47	81%
Off Track to Associates (5-6 yr plan)	0	0%	11	32%					11	19%
On Track for Level One Certification	0	0%	0	0%					0	0%
On Track for Industry-based Certification	24	100%	34	100%					58	100%
Number of Students retaking courses	0	0%	11	32%					11	19%
TSIA Ready (both)	0	0%	3	9%					3	5%

Note that this PTECH is only in year 2 of the program.

Lanier P-TECH (November 2022 Snapshot)

Cohort	Enrollment
9th	34
10th	18
11th	N/A
12th	N/A
<b>Enrollment Total:</b>	<b>52</b>

PATHWAYS
Associate of Applied Science, Construction Technology
Bachelor of Science, Construction Science and Business Management
Associate of Applied Science, Power Generation and Alternative Energy
Level One Certificate of Completion, Construction Technology
Level One Certificate of Completion, Power Generation and Alternative Energy

Industry Based Certifications
OSHA 30
NCCER Core

Student Demographics	9th	%	10th	%	11th	%	12th	%	TOTAL	%
White	1	3%	0	0%					1	2%
Hispanic	32	94%	17	94%					49	94%
African American	1	3%	1	6%					2	4%
Asian, Pacific Islander	0	0%	0	0%					0	0%
American Indian/Alaska Native	0	0%	0	0%					0	0%
Two or more races	0	0%	0	0%					0	0%
Female	10	29%	6	33%					16	31%
Male	24	71%	12	67%					36	69%
Special Populations (GT)	1	3%	2	11%					3	6%
Economically Disadvantaged	24	71%	16	89%					40	77%
Special Education	7	21%	2	11%					9	17%
504 Program	2	6%	2	11%					4	8%
English Language Learner	7	21%	1	6%					8	15%
Homeless	0	0%	0	0%					0	0%

Earned Dual Credit Hours	9th	%	10th	%	11th	%	12th	%	TOTAL	%
0 Hours	34	100%	0	0%					34	65%
3 Hours	0	0	0	0%					0	0%
6-12 Hours	0	0	18	100%					18	35%
12 to 24 hours	0	0	0	0%					0	0%
24 or More hours	0	0	0	0%					0	0%
<b>Total:</b>	<b>34</b>		<b>18</b>		<b>0</b>		<b>0</b>		<b>52</b>	

On/Off Track Summary (Persistence)	9th	%	10th	%	11th	%	12th	%	TOTAL	%
On Track to Associates	34	100%	18	100%					52	100%
Off Track to Associates (5-6 yr plan)	0	0%	0	0%					0	0%
On Track for Level One Certification	0	0%	18	100%					18	35%
On Track for Industry-based Certifications	0	0%	18	100%					18	35%
Number of Students retaking courses	0	0%	0	0%					0	0%
TSIa Ready	0	0%	0	0%					0	0%
<b>Total:</b>	<b>34</b>		<b>54</b>		<b>0</b>		<b>0</b>			

Note that this PTECH is only in year 2 of the program.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval to Revise and Review Board Policy CDA(LOCAL) – Other Revenues: Investments

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Dottie Carreon, Chief Financial Officer

**PRESENTERS:**     Dottie Carreon

**MEETING DATE:** December 5, 2022

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the revisions to board policy CDA (LOCAL) – Other Revenues: Investments. To provide the District with greater flexibility to capture higher yields on its investments, Financial Services recommends revising the policy to allow that any internally created pool fund group of the District have a maximum dollar weighted maturity of one year. The current policy language limits the maximum dollar weighted maturity to 180 days. No other revisions are being recommended.

In addition, the Board is requested to approve the annual review of board policy CDA(LOCAL). The Public Funds Investment Act (“PFIA”) requires that “[t]he governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that is has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.” Tex. Govt. Code 2256.005(e).

The District consulted with the Texas Association of School Boards (TASB) for the requested revision, as well as a review of the policy in its entirety.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approve the revision to CDA (LOCAL) as presented, and approve the annual review of the policy as required by the PFIA

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)**

**Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

**The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)**

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

### PROPOSED REVISIONS

#### Objectives

The investment policy of the District shall be to ensure the safety of the invested funds of the District by:

1. Maintaining sufficient liquidity to provide adequate and timely working funds.
2. Attaining the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board.
3. Matching the maturity of investment instruments to the daily cash flow requirements.
4. Diversifying investments as to maturity, instruments, and financial institutions where permitted under state law.
5. Actively pursuing portfolio management techniques.
6. Avoiding investment for speculation.

#### Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

#### Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016–2256.019.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order so that no individual or group of transactions undertaken would jeopardize the total capital sum of the overall portfolio. The District shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

**Investment  
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and  
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of ~~180 days~~ one year. The District shall not directly invest in securities maturing more than two years from the date of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market  
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Safekeeping and Custody**

To protect against potential fraud and embezzlement, the cash, collateral, and investments of the District shall be held by an independent third party with whom the District has a current

custodial agreement. The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids for Investments**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

The District shall monitor interest rate risk using weighted average maturity and specific identification.

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Avoidance of collusion.
2. Separation of transaction authority from accounting and recordkeeping.
3. Custodial safekeeping.
4. Avoidance of bearer-form securities.
5. Clear delegation of authority.
6. Written confirmation of telephone transactions.

These controls shall be reviewed by the District's independent auditing firm.

**Quarterly Reports**

The District's investment officers shall prepare and submit to the Board, within a reasonable time after the end of each quarter, a written report of investment transactions for all funds covered by the Public Funds Investment Act for each quarterly reporting period.

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INVESTMENTS

CDA  
(LOCAL)

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

**Adoption or Last  
Amended Date**

~~CDA(LOCAL) was last amended on December 14, 2020.~~

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Monthly Budget Reports and Amendments for December 2022

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Dottie Carreon, Chief Financial Officer

**PRESENTER:** Dottie Carreon

**MEETING DATE:** December 5, 2022

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the monthly Amended Budget report that provides a one-page summary of the budget amendment impact on the 2022-2023 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regularly scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approve the budget amendment for the month of December 2022.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

To be funded as indicated on the following pages.

### **IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)**

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

**The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)**

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 4**  
**For DECEMBER 2022**  
**Board Agenda**  
**GENERAL OPERATING FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2022</b>	<b>Budget as Amended</b>	<b>Administrative Adjustments # 4</b>	<b>BA No. 4 Changes</b>	<b>Budget As Amended Thru BA # 4</b>
5700 Local	\$ 222,642,362	\$ 222,654,612	\$ -	\$ -	\$ 222,654,612
5800 State	218,654,963	220,596,002	-	-	220,596,002
5900 Federal	11,500,000	11,450,000	-	-	11,450,000
Total Revenue	452,797,325	454,700,614	-	-	454,700,614
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	452,797,325	454,700,614	-	-	454,700,614
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 452,797,325</b>	<b>\$ 454,700,614</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 454,700,614</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ 268,895,707	\$ 270,557,867	\$ (114,828)	\$ -	\$ 270,443,039
12 Inst Resources & Media	5,164,486	5,158,464	-	-	5,158,464
13 Curriculum & Prof. Dev.	10,863,978	10,899,242	43,617	-	10,942,859
21 Instructional Administration	10,585,632	10,710,752	54,334	-	10,765,086
23 School Leadership	41,742,084	41,758,470	6,808	-	41,765,278
31 Guidance & Counseling	5,876,983	5,767,595	(57)	-	5,767,538
32 Social Work Services	243,771	243,486	-	-	243,486
33 Health Services	8,957,120	8,956,416	1,000	-	8,957,416
34 Student Transportation	12,997,308	13,006,312	10,750	-	13,017,062
35 Food Services	803,615	673,615	-	-	673,615
36 Cocurricular/Extracurricular	14,269,954	14,351,937	(1,288)	-	14,350,649
41 General Administration	16,471,636	16,633,483	234	-	16,633,717
51 Plant Maintenance	38,200,457	38,160,018	(2,221)	-	38,157,797
52 Security & Monitoring	3,809,432	3,812,010	921	-	3,812,931
53 Data Processing	10,589,765	10,607,052	-	-	10,607,052
61 Community Services	1,639,835	1,680,807	400	-	1,681,207
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	318,560	356,086	330	-	356,416
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	49,543	49,543	-	-	49,543
99 Intergovernmental Charges	1,317,459	1,317,459	-	-	1,317,459
Total Appropriations	452,797,325	454,700,614	-	-	454,700,614
Other Uses	890	890	-	-	890
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 452,798,215</b>	<b>\$ 454,701,504</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 454,701,504</b>
Beginning Fund Balance 7/01/22	\$ 133,620,137	\$ 133,620,137			\$ 133,620,137
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ (890)	\$ (890)	\$ -	\$ -	\$ (890)
Ending Fund Balance 6/30/23	\$ 133,619,247	\$ 133,619,247		\$ -	\$ 133,619,247

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 4**  
**For DECEMBER 2022**  
**Board Agenda**  
**FOOD SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2022</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments # 4</b>	<b>BA No. 4 Changes</b>	<b>Budget As Amended Thru BA # 4</b>
5700 Local	\$ 829,861	\$ 829,861	\$ -	\$ -	\$ 829,861
5800 State	161,016	161,016	-	-	161,016
5900 Federal	42,488,082	42,488,082	-	-	42,488,082
Total Revenue	43,478,959	43,478,959	-	-	43,478,959
7900 Other Resources	890	890	-	-	890
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 43,479,849</b>	<b>\$ 43,479,849</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,479,849</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	40,258,220	40,258,220	-	-	40,258,220
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	3,221,629	3,221,629	-	-	3,221,629
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	43,479,849	43,479,849	-	-	43,479,849
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 43,479,849</b>	<b>\$ 43,479,849</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,479,849</b>
Beginning Fund Balance 7/01/22	\$ 3,147,914	\$ 3,147,914			\$ 3,147,914
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ -	\$ -		\$ -	\$ -
Ending Fund Balance 6/30/23	\$ 3,147,914	\$ 3,147,914	\$ -	\$ -	\$ 3,147,914

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 4**  
**For DECEMBER 2022**  
**Board Agenda**  
**DEBT SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2022</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments # 4</b>	<b>BA No. 4 Changes</b>	<b>Budget As Amended Thru BA # 4</b>
5700 Local	\$ 115,555,071	\$ 115,555,071	\$ -	\$ -	\$ 115,555,071
5800 State	30,000	30,000	-	-	30,000
5900 Federal	2,114,880	2,114,880	-	-	2,114,880
Total Revenue	117,699,951	117,699,951	-	-	117,699,951
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	117,699,951	117,699,951	-	-	117,699,951
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 117,699,951</b>	<b>\$ 117,699,951</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 117,699,951</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	-	-	-	-	-
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	-	-	-	-	-
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	49,670,002	49,670,002	-	-	49,670,002
72 Debt Services- Interest	59,332,668	59,332,668	-	-	59,332,668
73 Debt Services- Other Costs	469,998	469,998	-	-	469,998
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	109,472,668	109,472,668	-	-	109,472,668
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 109,472,668</b>	<b>\$ 109,472,668</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109,472,668</b>
Beginning Fund Balance 7/01/22	\$ 128,680,602	\$ 128,680,602			\$ 128,680,602
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ 8,227,283	\$ 8,227,283	\$ -	\$ -	\$ 8,227,283
Ending Fund Balance 6/30/23	\$ 136,907,885	\$ 136,907,885			\$ 136,907,885

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AMENDED BUDGET  
For Fiscal Year Ending June 30, 2023**

<u>CODE</u>	<u>REVENUES</u>	<u>GENERAL FUND</u> M&O Tax Rate \$0.94295	<u>FOOD SERVICE</u>	<u>DEBT SERVICE</u> I&S Tax Rate \$0.48125	<u>TOTAL</u> Tax Rate \$1.42420
5700	Local Revenue	\$ 222,654,612	\$ 829,861	\$ 115,555,071	\$ 339,039,544
5800	State Revenue	220,596,002	161,016	30,000	220,787,018
5900	Federal Revenue	11,450,000	42,488,082	2,114,880	56,052,962
	<b>TOTAL REVENUES</b>	<b>\$ 454,700,614</b>	<b>\$ 43,478,959</b>	<b>\$ 117,699,951</b>	<b>\$ 615,879,524</b>
	<b><u>APPROPRIATIONS</u></b>				
11	Instruction	\$ 270,443,039	\$ -	\$ -	\$ 270,443,039
12	Instructional Resources & Media Svcs.	5,158,464	-	-	5,158,464
13	Curriculum Development & Inst Staff Dev	10,942,859	-	-	10,942,859
21	Instructional Leadership	10,765,086	-	-	10,765,086
23	School Leadership	41,765,278	-	-	41,765,278
31	Guidance, Counseling & Evaluation Svc.	5,767,538	-	-	5,767,538
32	Social Work Services	243,486	-	-	243,486
33	Health Services	8,957,416	-	-	8,957,416
34	Student ( Pupil) Transportation	13,017,062	-	-	13,017,062
35	Food Services	673,615	40,258,220	-	40,931,835
36	Cocurricular /Extracurricular Activities	14,350,649	-	-	14,350,649
41	General Administration	16,633,717	-	-	16,633,717
51	Plant Maintenance & Operations	38,157,797	3,221,629	-	41,379,426
52	Security & Monitoring Services	3,812,931	-	-	3,812,931
53	Data Processing Services	10,607,052	-	-	10,607,052
61	Community Services	1,681,207	-	-	1,681,207
71	Debt Services- Principal	-	-	49,670,002	49,670,002
72	Debt Services- Interest	-	-	59,332,668	59,332,668
73	Debt Services- Other Costs	-	-	469,998	469,998
81	Facilities Acquisition & Construction	356,416	-	-	356,416
93	Payments to Members SSA	-	-	-	-
95	Payments to JJAEP	49,543	-	-	49,543
99	Other Intergovernmental Charges	1,317,459	-	-	1,317,459
	<b>TOTAL APPROPRIATIONS</b>	<b>\$ 454,700,614</b>	<b>\$ 43,479,849</b>	<b>\$ 109,472,668</b>	<b>\$ 607,653,131</b>
	<b><u>OTHER RESOURCES &amp; USES</u></b>				
7900	Other Resources	\$ -	\$ 890	\$ -	\$ 890
8900	Other Uses	(890)	-	-	(890)
		<b>\$ (890)</b>	<b>\$ 890</b>	<b>\$ -</b>	<b>\$ -</b>
	Excess/(Deficit) Current Operations	\$ (890)	\$ -	\$ 8,227,283	\$ 8,226,393
3000	From/(To) Fund Balance	890	-	(8,227,283)	(8,226,393)
	Difference	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
For Posted Data Available through November 02, 2022

**Elementary & Secondary School Emergency Relief Fund**

Total Available ESSER II & III **\$270.1 Million**  
For Program Years 2021 through 2024

<u>Budget Priorities</u>	<u>Amended Budget</u>	<u>Actual Expenditures Program to date 2021 through 2023 YTD</u>
Leveraging Social & Emotional Resources to support students & families	81,613,553	28,378,845
Extended Instructional Calendar Initiative promoting a strong recovery	14,899,993	8,147,570
Continued Investment in Personal Protective Equipment (PPE) & safety protocols	53,227,927	29,542,305
Additional Supports Needed for a Strong Recovery	66,182,511	28,422,227
Retention Stipend, Revenue Shortfall, Compensation, & Other Recovery Initiatives	54,176,087	21,420,525
	<b>\$ 270,100,071</b>	<b>\$ 115,911,472</b>

\* Actual Expenditures do not yet reflect full amounts for salary payroll transactions.

**Strategic Initiatives Fund**

	<u>Fund Balance</u>	<u>YTD Expend. / Encumb.</u>
<b>Fund Balance</b>		
Beginning of Current Fiscal Year	<b>\$23,560,390</b>	
Plus Additions:		
QSCB Federal Subsidy Revenues	919,309	
Emergency Connectivity Fund Revenue	-	
Transfers in from Other Funds	-	
<b>Available Fund Balance before Current Year Expenditures:</b>	<b>\$ 24,479,699</b>	<b>\$ 24,479,699</b>
<b>Less:</b>		
Year-to-Date Expenditures		317,342
POs Encumbered but not Paid		965,562
Budget Issued but not Encumbered		120,602
<b>Available Fund Balance:</b>		<b>\$ 23,076,192</b>

\* Beginning balance reflects estimated balances as of June 30, 2022

**Professional Services Managed by Board of Trustees**

	<u>Current Actual</u>	<u>Year to Date Actual</u>
<b>Legal Services- General Counsel (2022-23 Fiscal Year)</b>		
Escamilla & Poneck, LLP	\$ 73,892	\$ 327,335
<b>External Audit Services (All Engagement Years)</b>		
Garza, Gonzalez & Associates	33,000	33,000
<b>Financial Advisors (2022-23 Fiscal Year)</b>		
Frost Bank (July 2022)	-	211,278
<b>Total Professional Expenditures</b>	<b>\$ 106,892</b>	<b>\$ 571,613</b>