SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
BOARD & SUPERINTENDENT SERVICES

514 W. Quincy St.
San Antonio, TX 78212
www.saisd.net
210.554.2297

BOARD BUSINESS MEETING

Monday, July 17, 2023
5:30 PM
Board Room
514 W. Quincy Street
San Antonio, TX 78212

AGENDA

1. **Meeting Called to Order**
   - 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. Sarah Sorensen
     7. Mrs. Stephanie Torres
   - 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
2. **Governance**
   - A. Recommendation and Approval of Community Member to the SAISD Audit Committee 5
3. **Consent Agenda**
   - A. Approval of the School Audit – Japhet Academy as Recommended by the Audit Committee 7

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President
Arthur V. Valdez, Secretary
Ed Garza, Trustee
Leticia Ozuna, Trustee
Sarah Sorensen, Trustee
Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent

San Antonio ISD is committed to non-discrimination on the basis of race, color, ethnicity, culture, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, appearance, immigration/citizenship status, home language, socioeconomic status, or disability in its educational programs, services, and District business functions. Information on persons designated to handle inquiries regarding non-discrimination policies can be found within SAISD Board Policies DIA(EXHIBIT) or FFH(EXHIBIT), available online at: https://pol.tasb.org/PolicyOnline?key=176

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4.	**Closed Session**	

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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 TGC 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. Consultation with legal counsel regarding legal issues related to property insurance coverage. (TGC 551.071)
   3. Consultation with Superintendent and discussion regarding the hiring of Laura Short for the position of Chief Communications & External Affairs Officer. (TGC 551.074)
   4. 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)
   5. Approve the termination of continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)
   6. 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)
   7. Consultation with legal counsel regarding a billing dispute with AT&T (TGC 551.071)
   8. Consultation with legal counsel regarding legal issues related to trustee self-assessment. (TGC 551.071).
   9. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
   10. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
   11. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
   12. 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
6. **Trustees Q&A Document Related to the Agenda** **521**

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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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.

BOARD OF TRUSTEES

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recommendation and Approval of Community Member to the SAISD Audit Committee**

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

REQUESTED BY: Ed Garza, Audit Committee Chairperson

PRESENTER: Ed Garza

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board in the Audit Committee Charter empowered the Audit Committee to recommend to the Board, as necessary, the appointment of community members to the Audit Committee. Several calls for community member applications were made. After careful review and consideration of the applications received, the Committee is prepared to make a recommendation for the approval of one community member to the Audit Committee.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Audit Committee's recommendation to appoint Mauricio E. Campos to the SAISD Audit Committee as a community member effective July 1, 2023 for a term of two years.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the School Audit – Japhet Academy as Recommended by the Audit Committee**

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

REQUESTED BY: Ed Garza, Audit Committee Chairperson

PRESENTER: Lourdes Martinez, Chief Internal Auditor

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to accept the draft school audit report for Japhet Academy as recommended by the Audit Committee. The request is part of the guidelines approved by the Board on November 18, 2019, by which the Internal Audit Department communicates audit findings to the Board. Please note, draft audits reports are provided to the Board under separate cover due to findings of confidentiality.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the draft school audit report for Japhet Academy as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval for Student Travel for Twain Dual Language Academy to San Juan, Puerto Rico**

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

REQUESTED BY: John Norman, Chief Strategy Officer

PRESENTER: John Norman
David Garcia, Principal, Twain Dual Language Academy

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve student travel to the University of Puerto Rico at Rio Piedras, Universidad de Sagrado Corazon, Caguas Private School, and San Juan, Puerto Rico. This travel experience is meant to enrich the development of the three pillars of dual language education: 1) enhancement of bilingualism and bi-literacy, 2) high academic achievement in both languages, and 3) social cultural competence.

This will be the second cohort for Twain Dual Language Academy (DLA) to travel abroad. The educational trip will include approximately 22 students from grade 8 on a seven-day trip during early March 2024 and will be open to all students from grade 8 who meet criteria for travel. Twain DLA is planning for this trip to be offered to the next cohort of students in grade 8 during the 2024-25 school year.

Through this experience, students will immerse themselves in a comprehensive language and cultural education program, over 7 days and 6 nights, focused across a range of experiences including language, academic, historical, and cultural:

- Campus tour de la Universidad de Sagrado Corazon, en San Juan, Puerto Rico.
- Campus tour of University of Puerto Rico at Rio Piedras
- Collaboration with Caguas Private School - Middle School
- University faculty presentation about climatic and environmental challenges of the region like hurricanes, earthquakes, and implications on island operations and daily life
- Visit cultural sites such as the Taino village, El Morro, old San Juan, the Capitol building, historical and art museums, tour of Loiza, El Batey Hermanos Ayala, Instituto Samuel Lin, and La Hacienda en Manati
- Community service project opportunities such as beach, shoreline, or forest cleanup.

- Culinary experiences with local ingredients
- Visit El Yunque National Park to explore flora and fauna

Expenses for this trip will be funded by Twain DLA and student families. Student expense assistance will be awarded as necessary. Students will travel via airplane under the supervision of SAISD staff and parent chaperones, including Twain DLA administration, teaching staff, and approved / vetted parents to serve as chaperones. Accommodations are tentative, pending board approval, and will be finalized at least 60 days prior to departure. The itinerary will be finalized and shared at least 45 days prior to departure.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve Twain Dual Language Academy student travel to Puerto Rico.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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 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 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 to 30% in August 2027.

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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)

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Student Code of Conduct 2023-2024**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Beth Jones, Assistant Superintendent

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 2023-2024 Student Code of Conduct. As required by the Texas Education Code, the Board of Trustees must adopt the Student Code of Conduct (SCOC) for the District at the beginning of each school year. The 2023-2024 Code of Conduct is presented with no new changes at this time.

Approving this version of the SCOC will allow the District to have a current SCOC in place until legislative changes and guidance is available, and the District has an opportunity to gain stakeholder feedback regarding how the changes are represented in the SCOC.

The Code of Conduct is published and posted on the District website. The Code of Conduct will be distributed to all parents, students, and professional staff members who request a paper copy.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the 2023-2024 SAISD Student Code of Conduct with no changes at this time.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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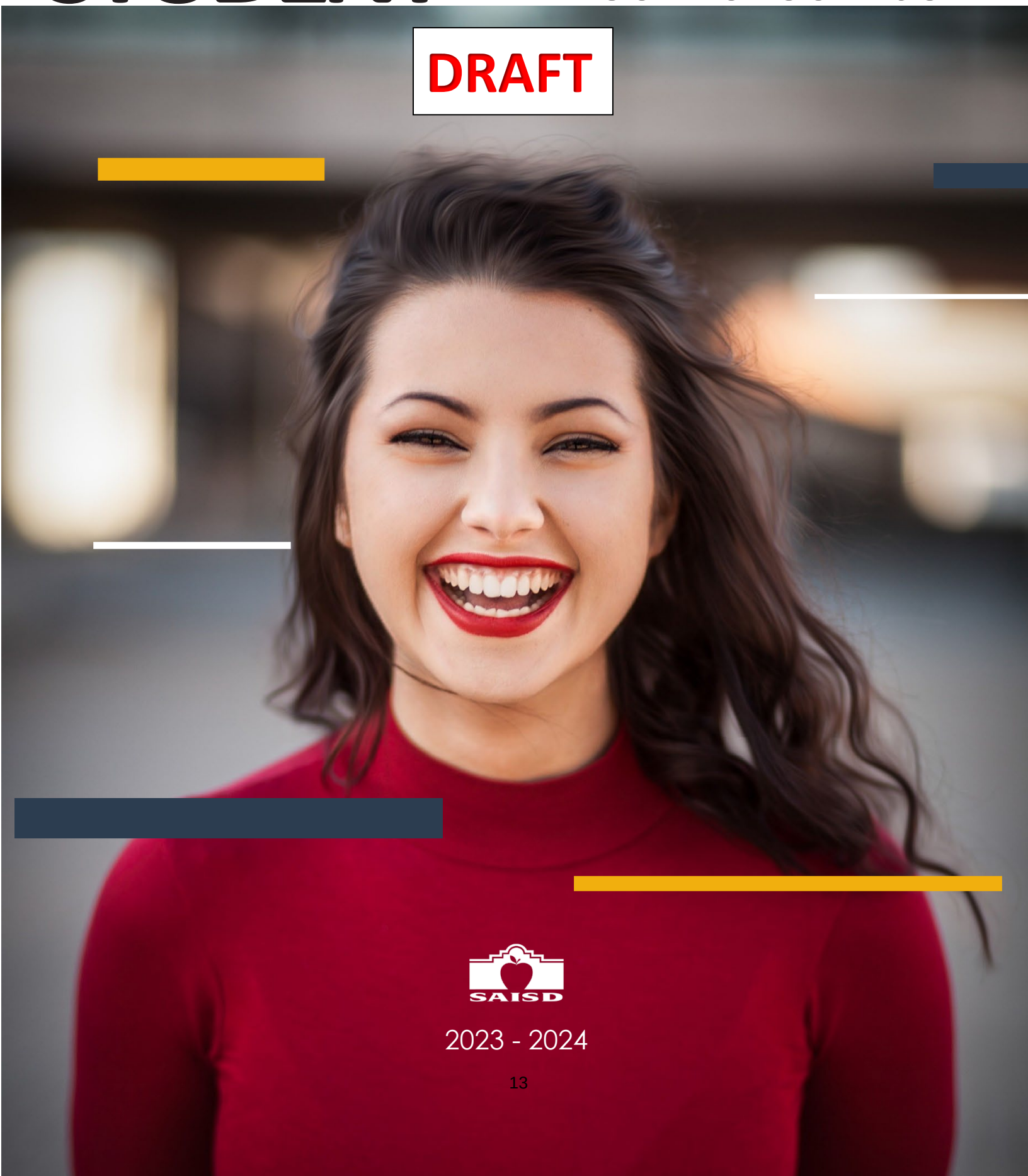
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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

STUDENT BILL OF RIGHTS AND CODE OF CONDUCT

DRAFT



2023 - 2024

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

STUDENT

BILL OF RIGHTS and CODE OF CONDUCT

WE THE STUDENTS of San Antonio Independent School District, in order to form a more perfect school district, have established the Student Bill of Rights. The Student Bill of Rights is a statement of beliefs that lends clarity to what students believe to be ethical treatment. The following Student Bill of Rights provides the student perspective on their academic, disciplinary, and social rights at school:

01 Right to a safe, caring, welcoming, and bully-free school environment

02 Right to support for student learning with a safe space to make mistakes at school, especially when students are struggling; failure is supported and not judged

03 Right to a school where students are accepted regardless of background or differences and supports the exploration and expression of identity (race, color, religion, national origin, age, sex, linguistic and cultural identity, gender identity, gender expression, sexual orientation, or disability)

04 Right to student voice: students' ideas and opinions are heard and considered, and students are given an opportunity for self-expression

05 Right to a school environment that accommodates students' individual social, emotional, and academic needs and elevates their different abilities

06 Right to mental health support and resources

07 Right to transparent and equitable discipline practice for all students without discrimination based on race, color, religion, national origin, age, sex, linguistic and cultural identity, disability, gender identity, gender expression, or sexual orientation

08 Right to have counselors who assist students to take coursework and access resources and classroom instruction that lead to college readiness

09 Right to a variety of healthy and nutritious food

10 Right to equal access to sports and extracurricular activities

CONTENTS

04 STUDENT CODE OF CONDUCT

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Student Code of Conduct

PURPOSE

The San Antonio Independent School District (SAISD) has adopted the Student Code of Conduct (SCOC) to promote and maintain a positive, safe, and effective learning environment for students and adults. This environment is created and maintained by adults who respond to student behavior in a way that improves the student's ability to successfully navigate the social and academic environment at school. At the foundation, everyone's rights must be treated with respect. The SCOC articulates the behavior that is not allowable at school or school-affiliated functions or events, on school grounds, or on District transportation so that students and adults are knowledgeable about expectations and standards of behavior.
The SCOC is adopted by the District's Board of Trustees and has the force of policy. In case of a conflict between the SCOC and the student handbook, the SCOC will prevail. Once the SCOC is promulgated, any subsequent changes or amendments must be approved by the Board of Trustees. During any periods of instruction during the summer months, the Parent-Student Handbook and SCOC in place for the year immediately preceding the summer period shall apply, unless the District amends either document, or both documents, for the purposes of summer instruction. The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to those laws. This Code of Conduct applies to all students in the San Antonio Independent School District whenever the interest of the District is involved, on or off school grounds, in connection with or independent of classes and school-sponsored activities.

If you have difficulty accessing the information in this document because of disability, please contact the following staff:

Beth Jones: ejones@saisd.net
Darnell White: dwhite@saisd.net
Office of Social, Emotional, and Academic Development and Restorative Practices: (210) 354-9565

FORMAT

This Student Code of Conduct is designed to outline restorative responses to student behavior that lead to students' social, emotional, and academic development. Sections I through III provide resources and information on Social, Emotional, Academic Development (SEAD) to include restorative practices, Positive Behavior Interventions and Supports (PBIS), Multi-Tiered Systems and Supports (MTSS), and trauma-informed care; they also cover students with disabilities, as well as disproportion and the use of discretionary exclusionary disciplinary practices such as out-of-school suspension. The intent of the SCOC is not only to delineate those behaviors that are infractions of the Code of Conduct, but also to provide strategies, resources, and techniques that teach and support the acquisition of more adaptive behavior.

In accordance with state law, section IV defines misconduct that may—or must—result in a range of disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school. Parents will be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code

CODE ACCESSIBILITY

The Section 504 and Dyslexia Department of SAISD provides sign language interpreters upon request for parents/guardians or community members needing this accommodation for campus meetings or events. Parents or guardians who need to request an American Sign Language (ASL) interpreter should call (210) 554-2570 between 48 and 72 hours before the need for the interpreter. You may contact the Disability Services Department by emailing Cindy Sosa at csosa2@saisd.net. You may also contact the school principal or campus 504 coordinator. The department is open Monday through Friday, 8:00 a.m. to 4:30 p.m. If you know of a parent or guardian who needs these services, please contact the number above and discuss the circumstances with the Disability Services Department. In accordance with state law, the Student Code of Conduct shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the SCOC will be available at the office of the campus behavior coordinator and posted on the District's website. Students may request a copy of the Parent-Student Handbook, which includes the SCOC, at the beginning of the school year. The SCOC will be provided to all teachers, new professional employees, students who are enrolled after the beginning of the school year, parents, and any other person upon request. Each student, teacher, and parent annually must sign a statement that they have read and have access to the SAISD Student Code of Conduct and acknowledge the rules and responsibilities outlined therein.

"Parent" Defined: Throughout the SCOC and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

In accordance with Education School District Authority, SAISD rules and the authority of the District to administer discipline apply whenever the interest of the District is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities. The District has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on District transportation
2. During lunch periods in which a student is allowed to leave campus
3. While the student is in attendance at any school-related activity, regardless of time or location
4. For any school-related misconduct, regardless of time or location
5. When retaliation against a school employee, Board member, or volunteer occurs or is threatened, regardless of time or location
6. When a student engages in cyberbullying, as provided in Education Code 37.0832
7. When criminal mischief is committed on or off school property or at a school-related event
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line
9. For certain offenses committed while on school property or attending a school-sponsored or school-related activity of another district in Texas
10. When a student commits a felony as provided by Texas Education Code Section 37.006 or 37.0081
11. When a student is required to register as a sex offender

The following guidelines delineate standards of expected behavior and are incorporated into each campus's school rules.

- Follow campus and classroom rules.
- Treat other students and adults with courtesy and respect.
- Accept responsibility for actions and behavior.
- Attend all classes, regularly and on time.
- Be prepared for each class with appropriate materials and assignments.
- Adhere to standards of dress and grooming as outlined in the dress code.
- Refrain from posting threatening messages on social media outlets directed at students, parents, staff, or school property.
- Actively support and assist the school in maintaining a campus free from drugs, alcohol, weapons, and gang activity, by:
  - i. Cooperating with staff in investigations of disciplinary cases and volunteering information within the student's knowledge relating to a serious offense.
  - ii. Responsibly informing staff of conduct violations by others.
  - iii. Immediately submitting prohibited items to staff or informing staff of location of prohibited items upon discovery.
- Adhere to the requirements of the Student Code of Conduct.

It is the policy of San Antonio Independent School District not to discriminate on the basis of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, or disability in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; and SAISD's Board policies DIA, FFH, and FFI.



SECTION I:
RESPONSIVE PRACTICES

It is a priority of the San Antonio Independent School District for staff to implement a restorative and instructional approach using evidence-based best practices to respond to student behavior. Through the use of proven behavior techniques, interventions, and supports, the root causes of a student's maladaptive behavior can be identified and an appropriate plan for teaching new behavior established.

Social, Emotional, and Academic Development (SEAD)

SAISD is committed to the social, emotional, and academic development (SEAD) of the whole child and uses SEAD as a framework to house a variety of practices that facilitate this development. SEAD is the integration of all learning dimensions into the educational experience in support of positive outcomes for students through whole-child development. Social, emotional, and cognitive/academic dimensions are all imperative to long-term success, as they are intricately connected in the way students learn and experience the world and are mutually beneficial and mutually reinforcing in the educational environment. SAISD approaches this work through three essential elements: culture and climate, explicit instruction, and integration.

Relationships and interactions between students and adults, among students, and among adults, as well as rich curriculum and instruction and well-rounded enrichment opportunities, are important facets of a healthy educational setting that promotes positive growth and development. "A climate of mutual respect strengthens student belonging and engagement in the social and academic aspects of the learning experience" (The Aspen Institute: Education & Society Program, March 2019). Since learning has its roots in relationships, the District adopted the University of Chicago's Consortium on School Research's four learning mindsets to cultivate in students:

- Do all students feel they belong in this community?
- Do all students feel they can succeed?
- Do all students feel that their ability and competence will grow with effort?
- Do all students feel that their work has value?

"For students to be able to devote all their internal resources to learning, schools must create affirming climate, mitigate implicit bias, and advance positive counter-narratives that support every young person in developing a healthy, integrated identity" (The Aspen Institute: Education & Society Program, March 2019).

SEAD Competencies

SEAD competencies and the curriculum and activities that support them are important elements in a comprehensive approach to effective SEAD programming. Current research indicates that establishing common language and student competencies provides integral focus, emphasizing the importance of specific skills and supporting educators in integrating application experiences into other core areas of instruction (Osher et al., 2008). Additionally, SAISD SEAD competencies codify that the skills represented are a core component of our educational mission to support student success.

SAISD focuses on building student capacity across three domains:

1. Emotional Competencies – awareness, management, and advocacy skills that facilitate an accurate reflection of self and an ability to assess and respond to needs and build upon strengths
2. Social Competencies – communication, conflict resolution, and relationship skills that facilitate healthy interaction with peers, adults, and communities of diverse backgrounds, abilities, languages, and lifestyles
3. Cognitive Competencies – perseverance, growth mindset, planning, and problem-solving skills that facilitate effective decision-making and attainment of short- and long-term goal

Educational equity is inextricably linked to SEAD. In order to achieve full and equal opportunities for every student to succeed in life, it is essential to prepare for college, military, and career, which requires knowledge and skill development across all learning dimensions. All students must have access to the appropriate resources aligned to their needs, robust academic opportunities, and rich experiences needed to develop agency and identity through the many phases of child and adolescent development

(Osher et al., 2008).

School-Home-Community Collaboration

SAISD recognizes that many factors both inside and outside the school building impact students. Our goal is to provide support and services for students and their families to ensure that all students grow and have their needs met and that behaviors/actions requiring disciplinary action are prevented.

Cultivating Positive Relationships

An abundance of research and evidence demonstrates that positive relationships support learning. When our communities, schools, and homes are positive, welcoming environments where students feel connected to others, students are healthier and happier, more likely to succeed, and less likely to act out in ways that disrupt the learning environment.

School-to-Home Connection

- Use Strategic Listening — help your child identify and label feelings, values, and topics that may need processing. Show your child you understand. Listen with sincere concern to create positive relationships and build trust between your child and others.
- Ask open-ended questions. For example, say “What was that like for you?” or “Tell me more about that.” This elicits more than a “yes” or “no” response and helps your child tell their story.
- Use Reflective Listening — reflect back the feelings you hear or see. When intervening in a conflict, get the attention of an upset person by stating the feelings you hear/see in a nonjudgmental way. For example, say “I see that your fists are clenched. Are you upset?” or “It sounds like you are feeling hurt.” Let your child tell the story — say just enough to help.
- Help your child problem-solve disputes. Use nonjudgmental language and remain calm and neutral. Ask open-ended questions and use reflective listening to help your child process what happened. Trust that with guidance your child will identify a solution that works.
- Find ways for your student to engage on campus. Students who feel connected to school are more likely to succeed in the classroom and complete high school while simultaneously being less likely to engage in dangerous, self-injurious, disruptive, and/or antisocial behavior (Blum, 2005).

If you suspect your child needs additional help with his/her behavior, contact your child’s teacher, school counselor, or principal to request a conference to discuss your concerns.

School Practices for Establishing Positive Relationships

SAISD schools employ many strategies for establishing and cultivating positive relationships, including classroom greetings, project-based learning (PBL), group work and projects, think-pair-share activities (students partner with a peer to process their learning), Peace Area/Cool-Down Zone, and many more. Two important structures we are working to implement across our schools are highlighted below:

- Morning Meetings or Community Circles (PK–12): the teacher and students come together for one of two purposes: to build community at a relatively peaceful time or to resolve conflict. During this time, students engage in activities that build understanding within the group and between individuals. This provides a place for students to find common ground and appreciate the richness diversity brings to the class.
- Student Advisories (secondary): Students meet with an adult adviser daily, weekly, or at other regularly scheduled intervals. Ideally, the advisory teacher is someone students know they can trust and talk to about their progress in school. Students discuss day-to-day issues, define their values, develop a trusting relationship with an adult advocate, and hone communication skills. Student Advisories offer students emotional support, and opportunities to cultivate positive peer relationships and offset peer pressure during adolescence.

Intervention Strategies and Frameworks

SAISD schools purposefully cultivate climate to honor student identities, reflect the distinct spirit of the community, promote the importance of positive, healthy relationships, and meet students where they are. We are committed to providing a safe, supportive school environment for all students, families, communities, and staff by employing prevention and intervention strategies that help students grow in their social, emotional, and behavioral skills. These may be used prior to or in addition to any disciplinary response to student behaviors that are not conducive to a positive, productive learning environment.

Examples of positive intervention strategies and frameworks include the following:

Intervention	Restorative/Academic Benefit	Factors to Consider
Community Service	Allows students to participate in an activity to serve and benefit the community.	Examples: Cleaning up public spaces; writing letters to troops.
Conference	Involves students, parents, teachers, school staff, and principals discussing student behavior and potential solutions that address social, academic, and personal issues related to the behavior.	—Chance to invite parents or guardians to engage in a constructive process to address student misconduct, encourage student cooperation and problem-solving. —Can occur at school or at the parents' home.
Conflict Resolution	Empowers students to take responsibility for peacefully resolving conflicts.	Students, parents, guardians, teachers, school staff, and principals engage in activities that promote problem-solving skills and techniques, such as conflict and anger management, active listening, and effective communication.
Mentoring Program	Pairs students with mentors (a counselor, teacher, student, or community member) who help with social, emotional, and academic development.	Works in conjunction with other methods to provide additional guidance for students in need of further support. Mentor selection is important. There must be a mentor orientation regarding roles/responsibilities.
Parent Outreach	School staff inform parents or guardians of their children's behavior and seek their assistance in addressing inappropriate or disruptive behavior.	Outreach made in writing or by telephone is intended to make parents aware of students' behavior, progress, task completion, and achievement.
Peer Mediation	A form of conflict resolution in which students help other students deal with and develop solutions.	Student who will facilitate the mediation must be a neutral party that all students agree to as the facilitator.
Counseling (substance abuse)	Occurs for substance abuse–related behavior, or when there is reason to believe this counseling is needed.	Services can be school- or community-based.
Counseling (mental health)	Can involve a variety of services, including after-school programming, individual or group counseling, leadership development, conflict resolution, and tutoring.	Referral to school-based health clinics, mental health clinics, and community-based organizations.
MTSS Team	When student behavior requires intervention, the MTSS Team develops a plan of action.	May consist of teachers, principals, counselors, social workers, and parents; may also include nurses, mental health clinicians, psychologists, and external representatives who help develop prevention/ intervention techniques and alternative strategies leading to student success. Based on current behavior research, SAISD uses check-in/check-out, Social Skills Instruction, and a Daily Behavior Report Card as our standard Tier 2 and 3 interventions. **See the MTSS section of the handbook to learn more.**

District SEAD Implementation

Social, emotional, and cognitive/academic dimensions are all imperative to the development of the whole child and long-term success. San Antonio Independent School District is working in three essential areas to move this work forward:

Culture & Climate

- Adult Mindset – Targeted professional development and mindset work takes place in areas such as cultural and linguistic competence, implicit bias, trauma-informed care (TIC), adverse childhood experiences (ACEs), equity, and parent communication.
- Evidence-based behavioral/social-emotional systems or approaches such as Positive Behavior Interventions and Supports (PBIS), Restorative Practices (RP), Trust-Based Relational Intervention (TBRI), Conscious Discipline, and Capturing Kids' Hearts are implemented with fidelity and continuously modeled by the adults in the building, creating a welcoming school environment and sense of community.

Explicit Instruction

- Social-emotional learning competencies and common language are established.
- Scaffolded, developmentally appropriate explicit instruction is taught, modeled, practiced, and reinforced over time.

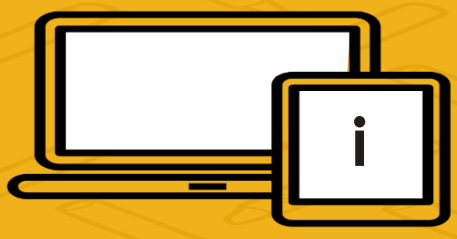
Integration

- Curriculum and instruction across content areas reinforce the social-emotional learning competencies and provide opportunities for practice and refinement.
- There is evidence of the social-emotional learning competencies in all policies, procedures, language, supports, organization, student work, and stakeholder interaction.

Each campus identifies area(s) of priority to focus their SEAD work and selects from an array of best practice professional development and approaches aligned to their needs and campus community. The best practices share common components that support the three essential elements. This ensures that while different approaches are being used based on the style and needs of the campus, the components and essential elements are aligned to the vision of SEAD and ultimately supports the vision of SAISD.

Evidence-Based behavioral/social-emotional systems or approaches are implemented with fidelity and continuously modeled by the adults in the building, creating a welcoming school environment and sense of community. SEAD strategies are reflected in classroom management and behavior intervention strategies. SEAD frameworks and strategies include, but are not limited to:

- Positive Behavior Interventions and Supports (PBIS)
- Restorative Practices (RP)
- Conscious Discipline
- Trauma Informed Care
- Social Emotional Learning (SEL) Curriculums



FOR MORE INFORMATION ON SEAD

Free social emotional learning training modules: modules.sanfordinspire.org/
Contact Dawn Kulpa: dkulpa1@saisd.net
Visit SEAD website: saisd.net/main/index.php?option=com_content&view=article&id=7264&Itemid=0
Contact the office of SEAD: (210) 554-2521
Other resources:
Helping Children Cope During COVID

Positive Behavior Intervention and Supports (PBIS)

SAISD endorses a systems approach that fosters a positive school climate and culture through proactive strategies that lead to the development of social-emotional and academic learning. This approach leads to an increase in student engagement by creating a supportive environment that explicitly teaches and nurtures positive behavior. This is an essential component for supporting the District's vision of graduating all students and preparing them for success in postsecondary education, career, or military.

PBIS is a three-tiered framework under the umbrella of Social, Emotional and Academic Development (SEAD) that focuses on a prevention-oriented process that supports the needs of a students and staff by assisting school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for *all* students (pbis.org). The first tier provides universal interventions schoolwide, the second tier focuses on small-group support, and third-tier interventions are targeted to meet the unique needs of a specific student. The PBIS framework is a type of Multi-Tiered System of Support and falls under the SEAD framework umbrella. PBIS creates a learning environment where students, staff, and families feel appreciated, safe, and respected.

Fundamental PBIS District-Level Goals

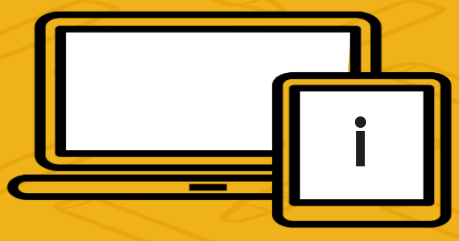
- Promote positive and safe school systems, where students are taught norms/expectations that are practiced/reinforced.
- Provide access to wraparound services and partnerships with parent, school, and community for behavioral change of students experiencing severe behavioral problems.
- Promote interventions that are data-driven and specifically planned for behavioral change in students experiencing academic and behavioral difficulties.

PBIS Strategic Objectives

- District-wide expectations that are clearly stated in every SAISD school and office.
- Interventions that align with the District's vision to include social-emotional learning, equity, and restorative practices.
- Collection and use of District data to increase prosocial behavior and academic success.
- School community collectively contributes to creating a positive school climate that includes frequent opportunities for student success and recognition.

Tiered Systems of Support Through a PBIS Lens

- Tier 1 PBIS approach that involves universal school-wide and classroom restorative interventions and assigned consequences that promote academic and social and emotional well-being of all students. Teachers should use prompts, proximity, positive directives, reminder of expectations, one-on-one conference during class time.
- Tier 2 PBIS approach that involves restorative interventions and assigned consequences that are geared toward a small group of students who have not reached success through universal practices. Conference outside the classroom, check-in/check-out, and small-group counseling/social skills.
- Tier 3 PBIS approach that involves restorative interventions and assigned consequences that are geared toward students who have not reached success with tier 2 interventions. Intensive crisis plan/behavior intervention plan (BIP), individualized behavior contract, check-in/check-out, individual time with the counselor/mentor.



FOR MORE INFORMATION ON PBIS

Contact Barbie Parham: bparham@saisd.net
Contact Ignacio Valdez: ivaldez1@saisd.net
Contact the campus behavior specialist
For District employees: livesaisd.sharepoint.com/sites/pbis/SitePages/Home.aspx
Office of Special Education Services: (210) 225-2406
PBIS websites with resources: (1) pbis.org/ (2) pbisworld.com/

Restorative Practices

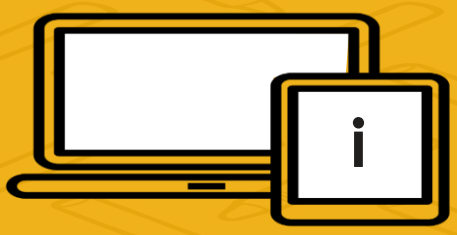
Under the umbrella of Social, Emotional and Academic Development (SEAD) restorative practices are a school-wide approach to building healthy relationships and a sense of community campus-wide. This approach establishes a positive school climate by addressing student behavior that proactively promotes positive relationships, encourages belonging over exclusion, uses social engagement to address conflict, and emphasizes meaningful accountability instead of punishment.

Restorative justice programs and practices have been shown in multiple schools and districts nationally to reduce suspensions and violence (Dignity in Schools, 2012). In a study by Guckenburg et al. (2016) restorative practices were shown to rapidly decrease suspensions and expulsions. Additionally, these practices can reduce disproportion in the use of exclusionary discipline practices and the effects of zero tolerance, leading to an interruption of the school-to-prison pipeline (Guckenburg et al., 2016).

The following chart provides an example of how restorative practices can be used to address behaviors across the different levels in the Student Code of Conduct.

Level 1 Offenses **TEACHER MANAGED**	Level 2 Offenses **ADMINISTRATIVE REVIEW**	Level 3 Offenses **INTENSIVE INTERVENTIONS**
Purpose: Preventative or proactive techniques used in the classroom that are teacher managed to encourage student cooperation and avoid student-teacher & peer-peer conflict. **Goal:** Through the process of building relationships, teachers can gain student cooperation self-reflection and help promote self-awareness.	**Purpose:** Individualized strategies to prevent destructive or damaging patterns of behavior that negatively affect academic performance. **Goal:** Strategies are centered around individual needs and how to support the needs of the parties involved in order to gain student cooperation and provide conflict resolution through a consensus agreement.	**Purpose:** Address conflict, repair harm, and promote healing. This process is necessary to mend relationships and address the needs of all who have been affected. **Goal:** Through the process of repairing harm, campus community can restore the relationship to gain student cooperation and to encourage accountability. Resolving conflict is beneficial for maintaining a safe environment for the student to learn and grow.
Restorative Chats: Statements and short conversations that address harm by using *Restorative Language* such as "I" statements (e.g., "I want everyone to feel safe here.") and restorative questioning to help manage conflict. English Template Spanish Template **Respect Agreement:** Developing classroom norms to help create a constructive and cooperative classroom environment. Creating agreements with students build trust and promotes accountability. Lesson Plan English Lesson Plan Spanish	**Student/Teacher Contracts:** Written agreement of expectations between a student and a teacher directed toward motivating the student to accept accountability through self-reflection and awareness. **Skill-Building Techniques:** Builds skills essential to a student's success and accountability in school and community.	**Restorative Conference:** A meeting between the student and those harmed by the student's actions to deal with the wrongdoing and best decide on how to repair the harm **Conflict Circles:** Used to resolve everyday conflicts among students by learning active listening, facilitation, and problem-solving skills. Using restorative questioning to navigate the circle process will help encourage student accountability and repair harm caused

Level 1 Offenses **TEACHER MANAGED**	Level 2 Offenses **ADMINISTRATIVE REVIEW**	Level 3 Offenses **INTENSIVE INTERVENTIONS**
Talking Circles: Used to explore a topic and engage conversations to form bonds of trust inside the classroom. Talking circles do not address conflict and do not attempt to reach a consensus on a particular topic. English Template Spanish Template English Script for Virtual Spanish Script for Virtual **Community Circles:** Provides an opportunity to build positive relationships between students and the teacher. It is a structured process of communication that is designed to create a safe space for all voices to be heard. English Template Spanish Template Resource Guide **Cool-Down Spots:** Provides a space and an opportunity for the student to gather their thoughts, relax, and calm down. Helps students adhere to classroom norms and allows time for self-reflection. English Video Spanish Video	**Optional Internal Mentor Assignment:** A staff member on campus that the student trusts will meet with him/her as needed **Support Circles:** Address students' needs when issues arise. The agreements developed provide a plan of action for next steps on how to provide support moving forward **Peer Conflict Circles:** Involves all students affected by the incident and provides an opportunity to problem-solve and mend relationships **Family Conference Circles:** Includes family members and others who can "influence" the student **(Including strategies in Level 1)**	**Internal Mentor Assignment:** A staff member on campus whom the student trusts and is willing to meet with routinely **Reentry Circles:** Welcomes a student back into the school after a period of absence to help the student be successful. This process invites adults within the home school community to help create an action plan for the students' advancement and accountability moving forward **(Including strategies in Levels 1 & 2)**



FOR MORE INFORMATION ON RESTORATIVE PRACTICES
Contact Barbie Parham: bparham@saisd.net
Contact Desiree Carney: dcarney1@saisd.net
Office of Special Education Services: (210) 225-2406
Restorative Practices website: umojacorporation.org/our-approach/restorative-justice/

CLASSROOM MANAGEMENT SYSTEM

Each teacher shall establish a classroom setting that implements effective classroom management practices, including rules or expectations for classroom behavior. Most student behavior can be managed in the classroom, and the establishment of an effective classroom management system should enhance student learning while decreasing violations of classroom rules and the Code of Conduct. Violations of classroom rules should first be viewed as an opportunity for teaching. The teacher must consider whether it is one student or many students who are not following a rule. If there are many students who are not adhering to the classroom expectation or rule, it is likely that the rule or expectation needs to be retaught, practiced, and then reviewed regularly until students are complying without frequent reminders. If it is a single student, then the student may require the rule to be retaught or more practice or a strategy in order to be able to meet expectations.

The teacher should consider whether the student has the skill or ability to comply with the rule that is being violated. For example, a student with a higher need for movement may have difficulty staying seated. Developmentally, boys have a greater need for movement while learning in the elementary years (Gurian, M., 2001). The teacher may need to develop some strategies that provides students the opportunity to move and still meet the expectations of the teacher. When a student violates a rule established by the teacher, the teacher will determine whether an office discipline referral is an appropriate response based on the severity of the behavior. Level I infractions are managed in the classroom and the teacher may document the behavior and strategies used to respond to the behavior, or the teacher may choose not to document the incident. A written discipline referral to the campus administrator shall not be required.

Teachers shall employ Positive Behavior Interventions and Supports (PBIS) or Restorative Practice strategies as recommended by SAISD. To the extent that there ever appears to be a conflict between PBIS rules/Restorative Practices strategies and the Student Code of Conduct, the Student Code of Conduct shall prevail.

In alignment with TEC §38.036, teachers and administrators must implement trauma informed practices. Strategies for trauma informed practices are included in the table below. These classroom management strategies are grouped by the trauma informed strategy with which they are aligned.

Classroom consequences are typically determined by the classroom teacher, while administrative consequences are determined by the campus administrator. The types and order of consequences are subject to teacher and administrator discretion, as applicable. School staff may use other consequences that are not listed below, as long as such consequences are clearly communicated to students prior to their use and are not State or SAISD prohibited techniques. School staff desiring additional resources for discipline management are encouraged to seek assistance from their campus PBIS team.

The following techniques may be used—alone, in combination, or as part of progressive interventions—for behavior prohibited by the Student Code of Conduct or by campus or classroom rules. The list below is not exhaustive. Please contact your campus behavior specialist, behavior coordinator, or PBIS team for additional responses, strategies, and techniques.

Strategies	Description	Pre-Activity	During Activity	Post-Activity
Trauma Informed Strategy: Establish positive relationships with all students and cultivate those relationships daily				
2 Minute Connection English Video Spanish Video	Students and teacher generate questions. When done daily, the students are able to quickly discover many things about one another.	– Have students generate one question on index card 1x per week	– The students and teacher stand up, the teacher randomly draws 1 or 2 questions, the students then quickly answer the questions – Allow for non-participation	
60 Second Relate Break English Video Spanish Video	Teacher builds a 60 second break into their classes to allow for students to discover more about their peers. Teacher and students answer questions generated by students and teacher.	– Determine format for soliciting responses – Consider if will use as a state change activity – Can use applied improv activities such as “Come over here if…”	– Can be implemented between activities	

Strategies	Description	Pre-Activity	During Activity	Post-Activity
Ratio of Interactions English Video Spanish Video	Use of more positive (both contingent and non-contingent) interactions than negative/corrective interactions. Ideal ratio is 3 positive for every 1 negative/corrective interaction.	— At least 3 to 1 ratio of positive interactions to corrective interactions	— Look for opportunities to recognize the whole class or individual students for demonstrating expected or desired behavior	— Look for opportunities to recognize the whole class or individual students for demonstrating expected or desired behaviors
Respect Agreement or Norms Lesson Plan English Lesson Plan Spanish	A tool used to help create a constructive cooperative classroom community.	— Participate in Restorative trainings on establishing Norms-Restorative Respect Agreements for the classroom — Prepare a lesson plan to discuss and define how the class will Treat and Respect each other (requires student input) — Discuss what respect should look like in the classroom — Allow enough time to complete the agreement	— Implement lesson plan — Respect Agreement Lesson Plan example:	— Teachers should review the agreement on a weekly basis.
90 Second Spark English Video Spanish Video	Plan for positive interactions (sparks) to take place on a daily basis. Can be used as an activity when students enter the room. Provides a quick 90 second activity for students to interact teacher and peers in a positive manner.	— Determine how students will be greeted Examples are: high five special handshake, question of the day		
2:10 Scheduled Attention English Video Spanish Video	Used to strengthen the relationship with a student.	— Spend 2 minutes a day for 10 consecutive days having non-contingent conversation — Use “I Notice Statements” — Make unforced eye contact and positive body language that communicates trust and interest — Use the student’s name	— These conversations best occur outside of instructional time during transitions or before or after instruction	
Restoration or Restitution English Video Spanish Video	The student has the opportunity to repair or restore relationships where harm occurred	— Explain the concept of restoration and let the student know that together the teacher and the student will develop a solution	— Ask the restorative questions associated with this strategy (see video link at left) — Assist the student to devise a plan to repair the harm	— Follow-up with the student on the progress of the restitution and any other actions that need to be taken as part of the student’s plan to repair the harm

Strategies	Description	Pre-Activity	During Activity	Post-Activity
Talking Circle English Template Spanish Template English Script for Virtual Spanish Script for Virtual	This is used to explore a topic and engage conversations to help bonds of trust in a classroom. Talking circles do not address conflict and do not attempt to reach a consensus on a topic.	– Participate in Restorative Circle training prior to facilitating a Talking Circle – It is recommended that teachers have exposure to circles during PLC's and professional training prior to facilitating in the classroom – Teachers should prepare a Circle lesson plan prior to the circle – organize 3-5 topic questions to discuss in the content portion and plan for 15-30 minutes to complete the circle	– Follow each step of the lesson plan during the circle session. – Talking Circle Lesson Plan Template: – Talking Circle Lesson Plan example:	– A follow-up circle is not required for Talking Circles as the topics do not address conflict or reach agreements. However, teachers may plan for a continuation of a particular topic if the students enjoyed the discussion in the circle.
Community Circle English Template Spanish Template English Resource Guide	This is used to build relationships and create supportive environments where people feel safe and have an opportunity to hold one another accountable.	– Participate in Restorative Circle training prior to facilitating a Community Building Circle – Teachers should prepare a Circle lesson plan prior to the circle – organize 3-5 topic questions to discuss in the content portion and plan for an entire class period to complete the circle	– Follow each step of the lesson plan during the circle session. – Community Circle Lesson Plan Template: – UMOJA Community Building Circle Resource Planning Guide:	– A follow-up circle with the students may be necessary depending on the content. Teachers may plan for continuation of a topic if the students enjoyed the discussion in the circle
Trauma Informed Strategy: Establish clear, predictable routines, rules and expectations and implement them consistently				
Classroom Expectations English Video Spanish Video	Classroom expectations describe specific and observable behavior that students are expected to exhibit.	– Rules are aligned to campus guidelines – Rules are clearly posted and visible from any location in the room – Create 3-5 rules – Rules are aligned to campus guidelines	– Embed reminder of rules into activities, especially rules that are particularly relevant for the activity or that students tend to have trouble following	– Review rules daily or weekly, depending on how well the class is following the classroom rules – Use class-wide motivation systems (these do not have to be incentive based) to further reinforce and acknowledge rule implementation by students
Pre-Corrections English Video Spanish Video	Teacher reviews behavioral expectations before a previously problematic activity/transition in an effort to increase the probability that appropriate behavior will occur.	– Review expectation for behavior – Practice behavior if appropriate		– If problematic behavior occurred during activity, consider reteaching and practicing expected behavior
Behavior Contract English Video Spanish Video	Clearly delineates what student or teacher are each willing to do	– The teacher and student together determine the goal and what each is willing to do to help the student reach the goal	– Ensure regular review of the contract with the student before or after class. Recognize progress and achievements.	– Discuss any areas where the student is continuing to struggle, consider if more support is needed.

Strategies	Description	Pre-Activity	During Activity	Post-Activity
Self-Monitoring English Video Spanish Video	Builds independence for student's own regulation of emotion behavior	– The teacher and student Identify and define what the target behavior looks like – Determine how the student will self-monitor the behavior	– Ensure implemented consistently, the teacher should take data intermittently and compare their data to the student's data	– If the data the teacher and student collect do not agree, adjust data collection and monitoring accordingly
Trauma Informed Strategy: Provide opportunities for student choice and control				
Offer Choices English Video Spanish Video	Provide the student the opportunity to choose between two or more choices and then honor the choices the student makes. Some examples are what activity the student wants to engage in, the way in which the student engages in the work, or where the student works such as room location or seat choice.	– Determine in advance what choices will be offered – Determine any factors the student should be aware of regarding the choices offered. For example, if allowing the student to choose where to sit, ensure the student knows which locations are allowable	– Provide the student with the choices and allow the student to choose – honor the choice the student makes	– Choices should be neutral when possible. Avoid using one choice that is punitive and one choice that is the choice the adult wants the student to choose
Trauma Informed Strategy: Use praise and reinforce positive, desired behaviors				
Praise English Video Spanish Video	The teacher recognizes students who are modeling the desired behavior.	– Determine the behavior that will be expected and targeted – Teach or review the expected behavior with students	– Use verbal (not necessarily oral) acknowledgment for students exhibiting the targeted behavior	– Teacher can use a class-wide acknowledgment after completion of the activity to recognize the class
Class-Wide Motivation System English Flipbook Link Spanish Flipbook Link	Recommend use of at least one class-wide motivation system. Motivation systems do not have to reward based. These systems help to acknowledge and reinforce class-wide expectations.	– Motivation systems are taught and practiced so that students understand how they work – System can be easily seen – Examples include: Mystery Behavior of the Day, BINGO, tracking system that leads to class activity once goal achieved	– Consistent implementation of the system as described by the teacher, taught and practiced with the class	– Follow through on system. For example if using the Mystery Behavior of the Day, ensure that the class is polled for what they think the mystery behavior was and then recognize the class for exhibiting the behavior and guessing correctly. – Recognition could be a cheer, a virtual high five, a preferred activity, or something like a marker or other tracking system to see how many times the class guesses the behavior correctly over time

Strategies	Description	Pre-Activity	During Activity	Post-Activity
Trauma Informed Strategy: Plan for changes and transitions and anticipate student responses				
Visual Cues English Video Spanish Video	Teacher uses picture cards, signs or posters that depict the expectations for the activity/transition.	– Pre-teach the visual cue and practice with the student	– Implement visual cues during activities when needed to support behavior	– Check-in with student to ensure the student found the cue to be helpful or to see what adjustments are needed
Attention Signal English Video Spanish Video	Teacher uses attention signal to focus the class on the teacher and to prepare students for important information or the next activity.	– Ensure that most attention signals have a auditory, oral and movement component – Ensure that most attention signals are portable (can be used in many locations)	– Be consistent in when and how attention signals are used – Ensure students have had multiple opportunities to review and practice signals prior to use – Immediately correct or reteach if 90% of students do not implement correctly	
Trauma Informed Strategy: Provide options and spaces to allow students to calm and regain emotional regulation				
Cool Down Area, Think Space, Cooling-Off Time English Video Spanish Video	Create spaces where students can adjust emotional regulation and reduce emotional stress.	– These spaces, are not intended to be punitive. Going to cool down should never be put in an aversive context or used as a threat – Identify where students can cool down or take a break – If allocating space in the classroom, consider adding some activities that promote calmness – Pre-teach expectations for use of cool-down area	– When students ask to go to the cool down area, do not withhold permission if at all possible – Allow students to access the cool down area when needed throughout the day. Some students may require prompting. Students should never be forced to use the space	– Check in with students occasionally to determine if the cool down strategies and identified space(s) is working for students. Adjust as necessary.
Trauma Informed Strategy: Use respectful language and tone				
Private Discussion English Video Spanish Video	Teacher speaks to the student quietly about expectations for behavior so that other students are not privy to the conversation	– For students that are anxious, explain the strategy and privately practice through role play multiple times in advance	– Use a quiet calm voice – Can be implemented at desk or if student prefers, at pre-determined location in the classroom – Do not use for students who find this aversive and it actually leads to escalation of behavior. For these students, proximity control may work better	– Discuss further with the student if needed
Restorative Chat English Template Spanish Template	A private discussion after a minor behavior incident. This style is used to help guide a student through reflection, encourage problem solving, and cooperation.	– A Restorative chat occurs when a student has been through a cool-down period – Use “I Statements” to encourage a positive conversation with the student	– Follow the guided restorative questions during each chat session and take notes if necessary – Restorative Guided Questions:	– A follow-up conversation with the student should take place no longer than a week after the initial chat occurred to encourage student cooperation and to provide continual support.

Strategies	Description	Pre-Activity	During Activity	Post-Activity
Redirection English Video Spanish Video	Teacher gently guides the students directly, briefly and explicitly back to what he or she should be doing.		— Be brief — State the expected behavior — Can use hand signals or proximity instead of oral redirection	— For students that require frequent redirection consider pairing with a self-monitoring system
Other classroom management strategies:				
State Changes English Video Spanish Video	Short activities, movement, or slight shift in activity that constitute a change in the current physical or mental state to improve sustained attention.	— Practice state changes, for example, if the state change activity is to wiggle in your chair, define acceptable wiggling and practice.	When more than 10% of the class is off-task or appears inattentive and the time on task exceeds the attention span for the age range, use a state change to improve attention and concentration	— If state change activity did not go as expected, reteach and review the expectations for the state change activity
Proximity Control English Video Spanish Video	Use of physical proximity to the student to redirect off-task or inappropriate behavior.	— Best used for minor misbehavior such as talking out of turn	— Move to close to the student(s) of focus, the closer the teacher stands to the student the greater the influence on behavior	
Seating Change English Video Spanish Video	Provides optimal seating based on students' unique needs. Consider student personalities and working styles.	— Consider where each student will best perform and adjust seating accordingly — Consider if any students with IEPs or 504 plans have preferential seating in their plan		— Periodically check with students to see if they feel the seating arrangement is effective for them
Reflective Journaling English Video Spanish Video	Promotes student accountability, metacognition, and practice critical thinking and writing.	— Individualized based on the targeted behavior		— After activity or instruction, have the student write a short reflection about behavior, feelings or reactions

SAISD Prohibited Techniques

SAISD prohibits actions that affect a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment. In general, employees shall avoid techniques which may cause physical or emotional harm or distress, even if the employee is not in physical contact with the student. Some unallowable punishment techniques for behavior violations may include, but not be limited to, the following examples:

- Requiring a student to stand for a period of time without sitting
- Requiring a student to stand and hold books for a period of time without relief
- Requiring a student to engage in physical activity as a discipline technique
- Subjecting a student to ridicule
- Requiring a student to write lines
- Ordering a student to leave the classroom without a discipline referral
- Requiring the student to work in an unsupervised setting
- Denying a student access to lunch, prescribed medication, or bathroom breaks
- Corporal punishment

Note: The principal shall delineate other discipline techniques that are considered inappropriate on the campus. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. Report violations to the campus principal.

Prohibited Aversive Techniques

HB 3630 and Senate Bill 172 prohibit a District employee, volunteer, or independent contractor from using an aversive technique or causing an aversive technique to be used on a student. Aversive techniques — defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain — are prohibited for use with students. Report violations to the campus principal. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by District policy (see policy FO[LOCAL])
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse
- Employing a device, material, or object to immobilize all 4 student extremities, including prone/supine floor restraint
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face
- Restricting the student's circulation
- Securing the student to a stationary object while the student is standing or sitting
- Inhibiting, reducing, or hindering the student's ability to communicate
- Using chemical restraints
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP)



FOR MORE INFORMATION ON MANAGEMENT STRATEGIES

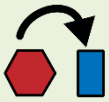
Contact Dr. Allegra Montemayor: amontemayor1@saisd.net
Contact the campus behavior specialist
Office of Special Education Services: (210) 354-9565
Websites with resources: pbisworld.com/ and behaviordoctor.org/material-

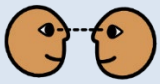
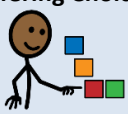
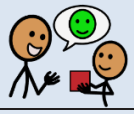
Parent Resources

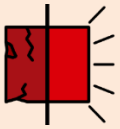
The resources in this section provides parents with evidence-based strategies that can be used in the home. These strategies can help with building positive relationships in the home while teaching children appropriate behaviors to display at home, school, and in the community. The table below includes strategies that can be used with desired and undesired behaviors, along with a video example on how to use the strategy. All strategies listed can be used with all ages of children.

The strategies listed below are the same strategies listed in the ***Classroom Management*** section beginning page 13, that are used by teachers to help children be successful in school. Using the same strategies provides consistency between the home and school. San Antonio ISD is committed to creating a positive experience for students in school and supporting parents with resources to assist their children outside of school in being successful. In addition to the strategies that can be used in the home there are opportunities provided by the Office of Family and Community Engagement. There are monthly virtual parent sessions on a variety of topics for one hour called "Family Power Hour" offered in English and Spanish. Please visit https://www.saisd.net/page/parenttraining for information on upcoming sessions. For further guidance and support, please contact your campus administrator or school counselor.

Strategies to Use at Home

Strategies	Description	How to Do	Purpose	Additional Resources
Use these strategies when your child is displaying appropriate (wanted) behaviors:				
Motivation 	Encourages a child to complete a task by offering something of interest or by using encouraging words.	English Version Spanish Version	-Helps to meet goals -Reinforces appropriate behavior -Builds positive relationships	English Spanish
Praise 	Demonstrates parent's approval of a child's positive behavior.	English Version Spanish Version	— Encourages your child to exhibit the positive behavior in the future —Reinforces appropriate behavior —Builds positive relationships	
Ratio of Interactions 	Provides the child with 3 positive connections with a parent for every corrective interaction by the parent.	English Version Spanish Version	-Builds positive relationships -Encourages appropriate behavior -Promotes a positive home environment	English Spanish
State Changes 	Provides an opportunity for a child to participate in a fun activity in between tasks.	English Version Spanish Version	-Re energizes -Reduces frustration -Increases attention	English Spanish
Timers 	Provides a visual countdown by using a timer/clock from a specified time to help a child self monitor when completing a task.	English Version Spanish Version	-Helps to keep track of time -Provides predictability and structure	English Spanish
2-Minute Connection **2**	Provides an opportunity for positive communication between a child and a parent for 2-minutes with a focus on building the relationship.	English Version Spanish Version	-Builds positive relationships -Improves communication skills	English Spanish

Strategies	Description	How to Do	Purpose	Additional Resources
Use these strategies when your child is displaying appropriate (wanted) behaviors:				
60-Second Break 60	Provides a child a quick break while working on a long task or activity.	English Version Spanish Version	-Re energizes -Helps to stay focus -Helps to decrease stress and frustration during a difficult task or activity	English English Spanish Spanish
Quick Spark 90	Provides parents with a simple approach to interact with their child in a positive way.	English Version Spanish Version	-Reenergizes the child -Maintains focus task -Builds positive relationships	English Spanish
2:10 Attention 	Provides an opportunity for a parent to schedule attention with their child consistently for 10 days for at least 2 minutes per day.	English Version Spanish Version	-Encourages positive relationships -Builds communication skills -Provides structured attention	
Use these strategies when your child is displaying inappropriate (unwanted) behaviors:				
Attention Signal 	Assists with getting a child's attention when a parent has something to say or need to correct a behavior.	English Version Spanish Version	-Helps to refocus attention -Encourages desirable behavior	English Spanish
Behavior Contract 	Provides a written agreement between a parent and child that focuses on positive behaviors the parent desires from the child	English Version Spanish Version	-Sets expectations -Promotes accountability -Focuses on positive behavior	English Spanish
Offering Choices 	Provides an opportunity for options and opportunity to make good choices.	English Version Spanish Version	-Increases appropriate behavior -Encourages decision making	English Spanish
Precorrection 	Reminds the child of the desired behavior expectations to prevent undesired behavior.	English Version Spanish Version	-Increases desired behavior -Decreases undesired behavior -Sets expectations	English Spanish
Proximity Control 	Encourages a child to remain on task by standing or moving close to the child	English Version Spanish Version	-Provides self-regulation -Helps to stay on task -Increases likelihood of wanted behavior occurring	English Spanish
Private Discussion 	Provides an opportunity for a parent to have a private discussion with their child about an undesired behavior and provides an opportunity for the child to correct the behavior.	English Version Spanish Version	-Helps to correct behavior -Builds positive relationship -Decreases undesired behavior	English Spanish
Redirection 	Corrects an undesired behavior by directing the child to a desired behavior.	English Version Spanish Version	-Sets expectations -Encourages desired behavior -Helps to stay focus	English Spanish

Strategies	Description	How to Do	Purpose	Additional Resources
Use these strategies when your child is displaying inappropriate (unwanted) behaviors:				
Setting Expectations 	Helps a child understand what desired behaviors are expected in the home.	English Version Spanish Version	-Decreases undesired behavior -Promotes responsibility & accountability -Decreases confusion	English Spanish
Setting Limits 	Provides boundaries and structure for a child to support positive behavior.	English Version Spanish Version	-Sets expectations -Teaches responsibility -Encourages self-regulation	English Spanish
Visual Cues 	Provides visual direction by using pictures, objects, and gestures to communicate with a child.	English Version Spanish Version	-Provides structure -Helps to stay on task -Helps with understanding	English Spanish
Cool Down Area 	Provides a safe place where a child can go to calm down when feeling frustrated or upset.	English Version Spanish Version	-Provides opportunity to calm down -Helps with self-regulation -Helps with Identifying emotions	English DIY Items English Making Sensory Bottle Spanish DIY Spanish Making a Calm Area
Other strategies:				
Family Agreement 	Helps build trust and gain cooperation within the family and appropriate for all school-aged children	English Version Spanish Version	-Maintains positive relationships -Encourages self-regulation	English Spanish
Restorative Chat 	Helps individuals properly manage conflict using guided questions to navigate the conversation.	English Version Spanish Version	-Maintains positive relationships -Encourages self- reflection	English Spanish
Family Circle 	Helps create a safe space that allows everyone to share concerns and addresses individual needs using open dialogue.	English Version	-Maintains positive relationships -Encourages self-regulation	English Spanish
Mood meter 	Provides an opportunity for a child to communicate their social and emotional feelings with their parent throughout the day.	English Version Spanish Version	-Helps identify feelings -Allows predictability -Provides opportunity to address concerns	English Spanish
Routines & Structure 	Provides structure, consistency and predictability within the home.	English Version Spanish Version	-Provides predictability -Helps with expectations -Provides a sense of security and control	English Spanish
Journaling 	Assists your child to process feelings and voice their ideas while building on their writing skills.	English Version Spanish Version	- Helps child to label and process their emotion -Improves confidence -Increases communication skills	English Spanish



SECTION II:
SUSPENSION: CAUTIONS & ALTERNATIVES

The Disproportionate Use of Suspension

In addition to the research on the general effects of the overuse of suspension on students and school climate, there has also been further efforts to understand how the overuse of suspension relates to equity among distinctive populations of students. Educational researchers have sought to understand which particular groups of students have been affected by the disproportionate use of exclusionary disciplinary practices and what the implications are for both the educational system and society at large. According to the US Department of Education's Office for Civil Rights brief on school discipline from March 2014, certain national trends have been identified, including:

1. African American students being the recipients of exclusionary discipline practices at a rate that is three times higher than their white counterparts (16% to 5%, respectively)
2. Students with disabilities being suspended at a rate that is more than twice that of their nondisabled peers (13% to 6%, respectively)
3. Boys accounting for 72% of the recipients of multiple out-of-school suspensions despite comprising 51% of the student population

In a separate study, approximately 40% of LGBTQ students reported being the recipient of exclusionary disciplinary practices (GLSEN, 2016). Another study found that the rate of suspension rose to 34% for African American male students with disabilities compared to 23% of African American males overall (Barshay, 2018), illustrating the discipline gaps that exist when categories such as race and disability are layered upon each other.

Due to the risk of disproportionate use of suspension or expulsion and the increased risk to an individual student who falls into multiple categories for risk, it is important for school staff to be aware of the following and the impact on disproportion:

1. Implicit Bias — Implicit bias describes the way in which people adhere to certain attitudes, beliefs, or stereotypes about other people even without their own conscious knowledge. For teachers, these biases can manifest itself in how they view their students in terms of academics or behavior. For example, one researcher found that when asked about any given African American student, a white teacher was 30% less likely than their African American colleague to predict positive postsecondary outcomes (Flannery, 2015). Another study found that teachers were more likely to respond negatively to reported behaviors if the accompanying name was stereotypically African American (NAACPLDF, 2017). (In case you would like to explore the concept of implicit bias more, here is a link to a test by Harvard University that will help you understand or identify your own implicit bias: https://implicit.harvard.edu/implicit/takeatest.html.)
2. Vulnerable Decision Point — Along with implicit bias comes the theory of the Vulnerable Decision Point (VDP). In the educational setting, a VDP is a situation when racial bias is most likely to affect disciplinary decision-making. According to one study, VDP plays a particularly important role when the student behavior is subjective in nature (e.g., "defiance" or "disrespect"). In these cases, one analysis of Texas schools indicated that African American students were disciplined for discretionary violations at a 31% higher rate than their white counterparts (Girvan et al., 2016).
3. Stress — Another factor that can affect students behaviorally is how the classroom environment is shaped by the teacher's emotional well-being. An analysis of students in classroom with high reported levels of both internal and external stressors for teachers showed a corresponding increase in learning and behavior problems for the participants (Milkie and Warner, 2011).

Possible Negative Effects of Suspension

As a district whose core values include being student centered, it is important that the consequences that accompany any disciplinary action are focused on creating learning opportunities for the student. Therefore, it is important that we fully seek to keep students in class and engaged in the learning environment.

According to research data, excessive use of out-of-school suspension (OSS) can have wide-ranging negative effects on the student's academic and behavioral performance. Suspensions can result in chronic absences, and the loss of instructional time can result in lower performance in class, which in turn widens the achievement gap (Justice Center, 2014). A single out-of-school suspension in ninth grade is associated with a 50% increase in dropping out and a 19% decrease in enrollment in postsecondary education (Balfanz et al., 2015). Each suspension a student receives reduces their likelihood of graduation by 12% (Alliance for Excellent Education, 2016). Students who drop out are eight times more likely to be incarcerated than students who graduate. Students suspended are at greater risk for developing antisocial behavior one year later (Lee et al., 2011). Repeated use of OSS as a consequence can be detrimental to the overall school climate. Suspension in the first quarter of the school year significantly increases the likelihood of additional suspensions during the school year (Massar et al., 2015).

It is important that schools seek to utilize alternatives to suspension to assure that the student has continued access to quality instruction and to avoid any negative effects that accompany being away from the classroom. **When possible, the school administrator shall avoid the use of out-of-school suspension and will limit any such suspension to 1 day. When student and staff safety may be at risk, the administrator may implement a 2 or 3 day out-of-school suspension.** Out-of-school suspension shall not be used in response to truancy.

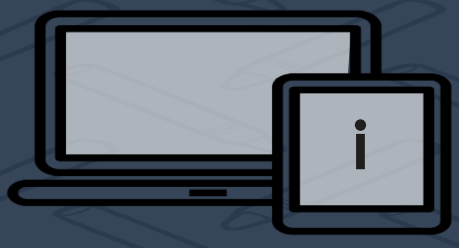
In the table below, proven alternatives to suspension are provided. In addition, the restorative and/or education value of each consequence is outlined, as well as any special considerations schools should weigh when choosing a consequence.

The District shall not use out-of-school suspension for students below grade 3 or homeless unless the conduct meets the requirements established in law.

A student below grade 3 or homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The District shall use a positive behavior program as a disciplinary alternative for students below grade 3 or homeless who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.



FOR MORE INFORMATION ON DISPROPORTION
Contact Beth Jones: ejones@saisd.net
Contact Darnell White: dwhite@saisd.net
Office of Student Behavior: (210) 354-9565

Alternatives to Suspension

This table provides a series of alternatives to suspension, but it is not a complete list. Please consult the campus behavior specialist, behavior coordinator, or Licensed Specialist in School Psychology for more responses, interventions, or strategies.

Alternative	Offense Level	Restorative/Academic Benefit	Factors to Consider
Reflection Journaling	1	—Promotes student accountability —Promotes metacognition —Practice writing for critical thinking	Individualize based on the offense (e.g., classroom disruption, profanity, or social/ emotional conflicts
Loss of Privileges	1	—Promotes student accountability —Reinforces understanding of consequences to help students learn the value of respect and cooperation in the classroom	Activities associated with guaranteed services (e.g., Gifted/Talented classes, Special Education) cannot legally be withheld
Parent Conference	1	—Increases stakeholder involvement to encourage relationship building —Promotes student cooperation without disrupting learning process	Can be held in person or via phone
Check-in/ Check-out	1	—Encourages student attendance on campus while verifying their emotional well-being on a daily basis to encourage cooperation —Promotes personal responsibility in maintaining schedules & time management	—Which campus stakeholder will be involved to monitor and provide follow-up? —Stakeholder does not necessarily need to be a teacher
Restitution (Repair Harm)	2	—Provides opportunity for conflict resolution & problem-solving —Promotes accountability through process of repairing harm	Student needs to be willing to participate in this process, and parent participation should be considered
Peer Resolution/ Circles/ Chats	3	Upperclassmen can help guide lowerclassmen on how to overcome challenges related to recent experiences by provided conflict resolution and problem-solving techniques on campus	When the student is refusing to cooperate using other approaches, this strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support
Detention or "Time Owed"	1	—Supports restitution by allowing time for the student to reflect on his/her actions —Encourages student cooperation on campus	—Campus needs to notify parent for awareness and support —Procedures need to be highly structured (e.g., students need to be escorted to after-school detention)
Parental Support	1–2	—Opportunity to invite parents/guardians to help support/address student misconduct —Encourages student cooperation & problem-solving	This process can also be put in place through a home visit

Alternative	Offense Level	Restorative/Academic Benefit	Factors to Consider
Home Visits	1–2	—Encourages family support to help address behavior concerns in an attempt to improve student cooperation on campus —Respects parents by taking on the onus of having to travel to engage in problem-solving	Home visits are more successful when done after school or on the weekend
Counseling	1–3	—Provides additional support and guidance by offering a safe place for students to understand their needs to enhance cooperation —Improves problem-solving skills —Develops coping skills while in school	This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support
Behavior Contract	2	Provides students with individualized support to help encourage accountability, improve relationships with teachers and administration, and improve emotional awareness	—Support and awareness from parents is crucial —Parents and students should be involved in the creation of the contract
Administrative Conference	2	Provides a school authority structure for the purpose of maintaining a safe place for students to learn and grow while encouraging student cooperation by developing problem-solving and conflict resolution skills	—Parent and student need to have a low-risk environment for the conference —Maintaining dignity and respect is paramount
Daily Behavior Report Card	2	—Provides students with individualized support to help encourage accountability —Increases academic motivation —Provides consistency for the student on a daily basis through managing conflict and considering emotional awareness	Student buy-in/commitment is crucial for this intervention
In-School Suspension	2–3	Provides a cool-down period where the student can reflect on the consequences of his/her actions while encouraging student cooperation and problem-solving skills while in school	—This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support. Like OSS, OCI is considered out-of-school placement. —Number of days must be tracked and registered appropriately. Continued provision of services to students with disabilities must be addressed.

Alternative	Offense Level	Restorative/Academic Benefit	Factors to Consider
Referral to Social Worker	2–3	—Offers additional support for overall student health & emotional well-being to help strengthen academic performance by recommending supplemental resources as needed for the student & family —Provides opportunity to address root causes for behavior that may be influenced by outside conditions or events	This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support
Behavior Mentoring	2–3	—Provides opportunity for relationship building by pairing student with caring adult on campus to make them feel welcome & wanted while in school —Improves overall academic performance through conflict resolution and problem-solving techniques that can be offered during weekly sessions	—This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support —The selection of the mentor is important —Each mentor needs an orientation regarding their roles and responsibilities
Consult with the Campus Behavior Specialist or LSSP	1–3	Provides opportunity for adults to consult together to develop an effective intervention strategy	At elementary the behavior specialist can consult on a general education only student or a student with an IEP; at secondary campuses they can only consult on students with IEPs



FOR MORE INFORMATION ON SUSPENSIONS/ALTERNATIVES

Contact Beth Jones: ejones@saisd.net
Contact Barbie Parham: bparham@saisd.net
Contact Darnell White: dwhite@saisd.net
Office of SEAD & Restorative Practices: (210) 354-9565



SECTION III:
STUDENTS WITH DISABILITIES

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law will prevail. A student with a disability is one who currently has an Individualized Education Plan (IEP), Section 504 Plan, or suspected disability.

Protection for Children Suspected but Not Yet Determined Eligible for Special Education or Section 504

If the school had knowledge that the student is a child with a disability before the behavior that resulted in the disciplinary action, then the student has all the rights and protections that a student with a disability would have under the Individuals with Disabilities Education Act (IDEA) or Section 504.

A school is considered to have prior knowledge if:

- parent expressed concerns in writing to an administrator/teacher that the student is in need of Special Education services;
- a request for an evaluation was made; or
- a teacher or other school personnel expressed specific concerns about a pattern of behavior to the Special Education director or other supervisory personnel.

If the student is subject to disciplinary measures while in the process of an initial evaluation, the student must remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

Discipline Procedures

In deciding whether to use restorative practices, suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the District will take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. The campus behavior coordinator should seek assistance from the LSSP and/or Special Education monitoring teacher to gain a better understanding of the student's disability and its manifestation.

Removal: No Change of Placement

If a student with an IEP or Section 504 Plan violates the District Student Code of Conduct, it would not be considered a change of placement for the school to remove the child from the current placement for 10 school days or fewer per school year, just as it does when disciplining children without disabilities. The school is not required to provide educational services during these short-term removals unless services are provided to children without disabilities. If the school chooses to suspend a child, under state law, the suspension may not exceed three school days. If a child is removed from his or her current placement for 10 school days in a school year, the child has additional rights during any subsequent days of removal. If the subsequent removal is for not more than 10 consecutive school days and is not a change in placement, school personnel, in consultation with at least one of the child's teachers, must determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals/expectations set out in the child's IEP/504 Plan.

Removal: Change of Placement

A student with an IEP or Section 504 Plan is considered to have a change of placement if the removal is for more than 10 consecutive school days or if a series of shorter removals totaling more than 10 cumulative school days constitute a pattern. A full- or partial-day suspension from school, in-school suspension resulting in the student not receiving the full minutes of service promised in the IEP or suspension from transportation as a related service constitutes one removal for each day assigned. Once a student reaches 10 days of removals, whether partial or full day, a Manifestation Determination Review ARD meeting (MDR) must be held. At the MDR ARD, the committee must determine if the removals constitute a pattern by considering whether the child's behavior is substantially similar to the behavior in previous incidents that resulted in the series of removals, the length of removal, and/or proximity of removals to one another. Removals are accrued when the disciplinary action resulted in a removal of Special Education services for all or part of the day. If a pattern is established, the student cannot be subjected to additional similar removals for the remainder of the school year.

When students have accrued 10 days of removals and the MRD ARD Committee determines that the removals constitute a pattern, the committee should determine what other supports and services can be provided to address the behavior that is causing the student to be subject to the removals. The ARD Committee should consider the Functional Behavior Assessment (FBA), the behavior intervention plan (BIP), goals and objectives, supplementary aids and services, and if applicable, the Autism Supplement. The school may contact the Special Education director assigned to their campus, the LSSP, or the behavior specialist for additional guidance on alternatives to suspension or adjustment of the IEP.

Manifestation, Determination, Review

When Behavior Is a Manifestation

If the student's conduct is a manifestation of his or her disability, the ARD/Section 504 Committee must conduct an FBA, unless it conducted one before the behavior that resulted in the change of placement occurred and implement a BIP. Where a BIP has already been developed, the ARD/Section 504 Committee must review the BIP and modify it as necessary to address the behavior. If the conduct was the direct result of the school's failure to implement the IEP/504 Plan, the school must take immediate steps to remedy those deficiencies. Finally, except in the special circumstances described below, the ARD/Section 504 Committee must return the student to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the BIP.

When the Student's Behavior Is Not a Manifestation

When the student's behavior is not a manifestation of their disability, then the student can be disciplined in the same manner and for the same duration as nondisabled children except that the student must continue to receive FAPE.

Special Circumstances

The school may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:

- carries a weapon at school, on school premises, or to or at a school function under the jurisdiction of the school district;
- knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the school district; or
- has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school district.

If the student's behavior is determined *not* to be a manifestation of the student's disability, the student may be placed in a disciplinary setting to the same extent as a nondisabled student. The student must receive, as appropriate, an FBA, behavioral intervention services, and modifications that are designed to address the behavior so that it does not recur.



Student Code of Conduct

PURPOSE

The San Antonio Independent School District (SAISD) has adopted the Student Code of Conduct (SCOC) to promote and maintain a positive, safe, and effective learning environment for students and adults. This environment is created and maintained by adults who respond to student behavior in a way that improves the student's ability to successfully navigate the social and academic environment at school. At the foundation, everyone's rights must be treated with respect. The SCOC articulates the behavior that is not allowable at school or school-affiliated functions or events, on school grounds, or on District transportation so that students and adults are knowledgeable about expectations and standards of behavior.

The SCOC is adopted by the District's Board of Trustees and has the force of policy. In case of a conflict between the SCOC and the student handbook, the SCOC will prevail. Once the SCOC is promulgated, any subsequent changes or amendments must be approved by the Board of Trustees. During any periods of instruction during the summer months, the Parent-Student Handbook and SCOC in place for the year immediately preceding the summer period shall apply, unless the District amends either document, or both documents, for the purposes of summer instruction. The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to those laws. This Code of Conduct applies to all students in the San Antonio Independent School District whenever the interest of the District is involved, on or off school grounds, in connection with or independent of classes and school-sponsored activities.

If you have difficulty accessing the information in this document because of disability, please contact the following staff:

Beth Jones: ejones@saisd.net
Darnell White: dwhite@saisd.net
Office of Equity and Discipline: (210) 354-9565
Department of Disability Services: (210) 354-9565

FORMAT

This Student Code of Conduct is designed to outline restorative responses to student behavior that lead to students' social, emotional, and academic development. Sections I through III provide resources and information on Social, Emotional, Academic Development (SEAD) to include restorative practices, Positive Behavior Interventions and Supports (PBIS), Multi-Tiered Systems and Supports (MTSS), and trauma-informed care; they also cover students with disabilities, as well as disproportion and the use of discretionary exclusionary disciplinary practices such as out-of-school suspension. The intent of the SCOC is not only to delineate those behaviors that are infractions of the Code of Conduct, but also to provide strategies, resources, and techniques that teach and support the acquisition of more adaptive behavior.

In accordance with state law, sections IV define misconduct that may—or must—result in a range of disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school. Parents will be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

CODE ACCESSIBILITY

The Section 504 and Dyslexia Department of SAISD provides sign language interpreters upon request for parents/guardians or community members needing this accommodation for campus meetings or events. Parents or guardians who need to request an American Sign Language (ASL) interpreter should call (210) 554-2570 between 48 and 72 hours before the need for the interpreter. You may also contact the Section 504 and Dyslexia Department by emailing Cindy Sosa at csosa2@saisd.net. You may also contact the school principal or campus 504 coordinator. The department is open Monday through Friday, 8:00 a.m. to 4:30 p.m. If you know of a parent or guardian who needs these services, please contact the number above and discuss the circumstances with the Section 504 and Dyslexia Department. In accordance with state law, the Student Code of Conduct shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the SCOC will be available at the office of the campus behavior coordinator and posted on the District's website. Students may request a copy of the Parent-Student Handbook, which includes the SCOC, at the beginning of the school year. The SCOC will be provided to all teachers, new professional employees, students who are enrolled after the beginning of the school year, parents, and any other person upon request. Each student, teacher, and parent annually must sign a statement that they have read and have access to the SAISD Student Code of Conduct and acknowledge the rules and responsibilities outlined therein.

"Parent" Defined: Throughout the SCOC and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

In accordance with Education School District Authority, SAISD rules and the authority of the District to administer discipline apply whenever the interest of the District is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities. The District has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on District transportation
2. During lunch periods in which a student is allowed to leave campus
3. While the student is in attendance at any school-related activity, regardless of time or location
4. For any school-related misconduct, regardless of time or location
5. When retaliation against a school employee, Board member, or volunteer occurs or is threatened, regardless of time or location
6. When a student engages in cyberbullying, as provided in Education Code 37.0832
7. When criminal mischief is committed on or off school property or at a school-related event
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line
9. For certain offenses committed while on school property or attending a school-sponsored or school-related activity of another district in Texas
10. When a student commits a felony as provided by Texas Education Code Section 37.006 or 37.0081
11. When a student is required to register as a sex offender

The following guidelines delineate standards of expected behavior and are incorporated into each campus's school rules.

- Follow campus and classroom rules.
- Treat other students and adults with courtesy and respect.
- Accept responsibility for actions and behavior.
- Attend all classes, regularly and on time.
- Be prepared for each class with appropriate materials and assignments.
- Adhere to standards of dress and grooming as outlined in the dress code.
- Refrain from posting threatening messages on social media outlets directed at students, parents, staff, or school property.
- Actively support and assist the school in maintaining a campus free from drugs, alcohol, weapons, and gang activity, by:
  - i. Cooperating with staff in investigations of disciplinary cases and volunteering information within the student's knowledge relating to a serious offense.
  - ii. Responsibly informing staff of conduct violations by others.
  - iii. Immediately submitting any prohibited items to staff or informing staff of location of prohibited items immediately upon discovery.
- Adhere to the requirements of the Student Code of Conduct.

It is the policy of San Antonio Independent School District not to discriminate on the basis of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, or disability in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended, and SAISD's Board policies DIA, FFH, and FFI.



SECTION IV:
STANDARDS FOR STUDENT CONDUCT

Staff Reporting Requirements

Campus Behavior Coordinator

As required by law, TEC 37.0012, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal of the campus or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. See section VII of this document for a complete list of the CBCs and contact information by campus. The District shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information can be found at www.SAISD.net. San Antonio Independent School District Board Policy delegates to the principal or designee the authority to administer discipline at the campus level, and delegates the authority to remove students to a District Alternative Education Program (DAEP) or expulsion to the Juvenile Alternative Education Program (JJAEP). The CBC has the discretion to apply school-based discipline for specific violations or refer the matter to the District Disciplinary Hearing Office for review.

The sequence of disciplinary actions begins with the minimum disciplinary action and may progress to the more serious disciplinary consequences established in the Student Code of Conduct. The CBC must consider mitigating factors if the student is in the 2nd grade and below, if the student is homeless in grades k-12, whether the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, regardless of whether the decision of the CBC concerns a discretionary or mandatory action. The disciplinary action will draw on the professional judgment of teachers, principals, or designees and on a range of disciplinary management techniques, including restorative practices. The consequence decision will be based on these factors, as well as the specific circumstances unique to the situation and the individual student involved. When a teacher believes that a student has committed a violation of this Student Code of Conduct, the teacher must submit a written description of the student's actions for classroom documentation and/or to the principal/administrator or CBC. The teacher will provide strategies and interventions for classroom support and the principal/administrator or CBC shall provide campus strategies and interventions to support the student. Campus staff shall inform the parent with a copy of the written description and strategies and interventions to support the student.

School administrators shall also report conduct believed to constitute a crime to legal authorities as required by law and shall notify law enforcement when an administrator suspects that a crime has been committed on campus.

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good-faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. on the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the District's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct. Each team will conduct threat assessments for individuals who make threats of violence or exhibit harmful, threatening, or violent behavior as defined. Harmful, threatening, or violent behavior includes behaviors such as verbal threats, threats of self-harm, bullying or cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault by a student. The behavior may result in specific interventions, including mental health supports, behavioral supports, or exclusionary school discipline.

Reporting Crimes

The principal or CBC and other school administrators, as appropriate, shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus. District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to District policies at FNF (Legal) and FNF (Local) for more information regarding investigations and searches.

The District has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the District.

Desks, lockers, District-provided technology, and similar items are the property of the District and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Students with Disabilities: IDEA does not prohibit a school from reporting a crime committed by a child with a disability to appropriate authorities or prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a child with a disability. If a school reports a crime committed by a child with a disability, the school must ensure that copies of the child's Special Education and disciplinary records are transmitted for consideration by the authorities to whom the school reports the crime; however, these records may be transmitted only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or District police officer shall have the authority to refuse entry to or eject a person from District property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from District property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the District's grievance procedures shall be adjusted as necessary to permit the person to address the Board in person within 90 days, unless the complaint is resolved before a Board hearing.

STUDENT OFFENSES

Level I – Teacher-Managed Misbehaviors

Students who commit Level I offenses at school, on District transportation, or during school-related activities will be assessed consequences commensurate with the offense. Level I violations will not result in the formal removal of the student from class or another placement but may focus on routine classroom rules and Treatment Agreements that will govern a student's conduct. Level I offenses and corresponding penalties are usually not as serious as Level II, III, or IV offenses. The following list provides common examples of classroom misbehavior that the teacher would manage in the classroom.

Offense

Class rule violations	Pushing/shoving	Leaving class without permission during instructional time
Profanity, not directed at others	Name-calling	Cheating or copying work of another student
Out of seat or assigned area	Throwing objects	Displaying an electronic device without permission
Refusal to follow directions	Dress Code violations	Refusal to complete assignments
Public display of affection	Tardy	Aggravation/agitation of others

Dress Code:

Violations of the student dress code will be addressed at the campus level using teacher managed or administrator assigned consequences such as private discussion, directives for compliance, or administrator or parent conference. Students shall not be

placed in suspension or refused admittance to school based on violations of the dress code. Refer to Board Policy FNCA or the Parent-Student Handbook for dress code policy.

Level II – Administrative Review Offenses

Students who commit Level II offenses at school, on District transportation, or during school-related activities will be assessed consequences commensurate with the offense. Level II offenses are considered to be more objectionable than Level I offenses. Thus, in most cases, Level II offenses will warrant greater consequences than Level I offenses. Students with IEPs may have behavior intervention plans (BIP), which the teacher should be familiar with and adhere to as it applies to the behaviors targeted in the BIP. The following list is not exhaustive.

CODE	OFFENSE
21.AB	Refusing to go to class and remaining on campus.
21.BB	Engaging in inappropriate unwelcome physical conduct or threatening physical conduct that is disruptive or offensive to another student, District employees, volunteers, or school environment.
21.AC	Possessing or using skateboards or similar items may be possessed by students at school if the devices are not displayed or used on school grounds.
21.AD	Leaving school grounds during academic day or leaving a school-sponsored event in which the student is a participant (first offense).
21.AE	Engaging in inappropriate or excessive displays of affection.
21.AF	Communication devices may be possessed if the devices are not displayed or used during the school day.
21.AG	Possessing or using matches or a lighter.
21.AJ	Loitering on school grounds. Before or after regular school hours, students should be on campus only for educational-related purposes, such as tutorials, extracurricular activities, or after-school programs. Students who are waiting to enter the building before school begins or waiting for a ride home after school shall not be considered to be loitering. Students refusing to report to assigned class, office, or area assigned are loitering.
21.AK	Trespassing on school grounds. Students directed to leave campus by parent or campus behavior coordinator are trespassing. Students who enter a campus other than their own, without permission, are considered trespassing.
21.BA	Intentionally and knowingly makes false accusations against teachers, other school employees, volunteers, or other students.
21.BC	Displaying or using mace or pepper spray (in some cases, the use may be classified as an assault and may cause bodily injury – Level III).
21.BD	Steals from students, staff, campus visitors, or school (i.e., theft that does not constitute a felony according to the Penal Code).
21.BE	Engages in verbal abuse, e.g., name-calling, making racial or ethnic slurs, derogatory statements, or oral statements, which are abusive or confrontational.
21.BF	Directs profanity, vulgar language, or obscene gestures toward another student.
21.BFE	Directs profanity, vulgar language, or obscene gestures toward a District employee.
41.BG	Fighting and mutual combat.

CODE	OFFENSE
21.BH	Hazing (see Glossary).
21.BI	Engages in offensive conduct that constitutes sexual harassment (see Glossary), gender-based harassment or sexual abuse, whether verbal or physical, that may include requests for sexual favors or other intimidating sexual conduct directed toward other District students, employees, Board members, or volunteers. This may include sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. (Note: Some conduct of this nature may be so offensive that it also may be classified as a felony or other illegal offense and may, therefore, result in DAEP placement or expulsion.)
21.BJ	Falsifies records, passes, or other school-related documents.
21.BK	Possesses, exhibits, or distributes pornographic, offensively graphic, or obscene materials.
21.BL	Refuses to accept discipline management techniques proposed by a teacher or by administration.
21.BM	Participates in gang-related activities (first offense).
21.BN	Possesses, exhibits, or uses a toy gun, cap gun, pellet gun, air-powered rifle, or any other instrument that may be perceived by another person as a firearm but does not meet the Texas Penal code definition of a firearm.
21.BO	Violates any rule set forth on in this Code of Conduct pertaining to computers and the internet.
21.BP	Possesses or uses unloaded firearm accessories or parts (such as a gun barrel or a gun clip).
21.BQ	Possesses, exhibits, or uses martial arts objects, small pocket knives, razor blades, or other objects that can be used as a hand instrument designed to cut or stab another by being thrown. These objects are not within the definitions of illegal knives or prohibited weapons under the Texas Penal Code.
21.BR	Possesses, exhibits, or uses a prescription drug (that is not a controlled substance or dangerous drug) that does not belong to the person using, exhibiting, or possessing it.
21.BS	Pulls a fire alarm, as a prank, in a building owned or operated by SAISD, when there is no smoke, fire, or danger that requires evacuation.
21.BT	Possesses or uses fireworks (e.g., smoke bomb, cherry bomb, poppers, etc.), combustibles, or other incendiary devices to the extent that these objects are not within the definition of prohibited weapons under the Texas Penal Code.
21.BU	Repeatedly violates communicated campus or classroom standards of behavior.
21.BV	Sells, attempts to sell, gives, or receives look-alike drugs or items attempted to be passed off as drugs or contraband.
21.BW	Possesses, smokes, or uses tobacco products or paraphernalia, or electronic cigarettes, e-cigarettes, and any component part or accessory for an e-cigarette device, or any other electronic vaporizing device or nicotine delivery system, or possesses drug paraphernalia.
21.BX	Engages in conduct that damages or tampers with the property of another that does not otherwise constitute misdemeanor criminal mischief (vandalism) or graffiti, including placing a substance in another's food, drink, or other possessions without consent.
21.BY	Repeatedly violates any Level I or Level II offense.
21.BZ	Engages in conduct that poses a threat to the safety or orderly operation of the school- or District-related event.
21.CE	Engages in bullying, as defined by Texas Education Code Section 37.0832 (see Glossary). Bullying includes cyberbullying, as defined by Texas Education Code Section 37.0832 (see Glossary) that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Level III – DAEP Placement Offenses

The following actions constitute offenses that may or shall result in placement in a DAEP. These offenses are considered more serious than Level II offenses. If any of these offenses involve illegal conduct, administrators shall involve law enforcement officials. Upon notification of a level III offense, the campus administrator should contact the campus LSSP to review information and schedule a manifestation determination review meeting for students with IEPs or Section 504 plans. See Administrative Procedure F41 and the section on DAEP Placement below for more information on DAEP.

1A. Discretionary DAEP Placement — Offenses That May Result in DAEP Placement: On Campus, on School Transportation, or during School Activity. A student may be placed in a DAEP if the student commits the following on school property, on District transportation, while attending a school-sponsored or school-related activity on or off school property, or as otherwise allowed by law:

CODE	OFFENSE
21.DA	Engages in "persistent misbehavior," which is defined as (i) repeatedly interfering with the teacher's ability to communicate effectively with students; (ii) repeatedly interfering with student learning; (iii) engaging in five or more properly documented Level 1 Offenses in the same school year; or (iv) engaging in two or more properly documented Level 2 Offenses in the same school year. (Requires four to six weeks of properly documented Multi-Tiered Systems of Support (MTSS) Tier 2 or Tier 3 behavior intervention)
21.DB	Engages in unruly, disruptive, disrespectful, or abusive conduct that substantially interferes with the orderly operation of the campus or District-related activity or with the transportation of students on a vehicle owned or operated by the District. (May result from one incident or multiple incidents.)
21.DC	Engages in conduct containing the elements of assault without bodily injury, or with threat of imminent bodily injury, or assault by offensive or with provocative physical contact under Texas Penal Code 22.01(a)(2) or 22.01 (a)(3).
21.DD	Possesses a knife, including a lock-blade knife, with a blade length up to and including 5½ inches. This does not include knives that are classified as prohibited weapons or illegal knives. (See Glossary.)
21.DE	Following a previously documented Level II offense, engages in gang activity, including participation as a member or pledge or soliciting another person to become a pledge or member of a gang. (See Glossary.)
21.DF	Engages in a public-school fraternity, sorority, or secret society, including participation as a member or pledge, or soliciting another person to become a pledge or member of a public-school fraternity, sorority, or secret society.
21.DG	Engages in conduct constituting misdemeanor criminal mischief (vandalism), graffiti not classified as a felony (see Glossary), or otherwise engages in conduct that damages or tampers with the property of another causing substantial inconvenience or pecuniary loss up to and including $1,499.99.
21.DH	Possesses, exhibits, or uses any other instrument which may be perceived by another person as a weapon but does not meet the Texas Penal Code definition of a weapon, such as stun guns, laser guns, tasers, tranquilizer guns, razors, clubs, knuckles, etc.
21.DI	Commits extortion, coercion, or blackmail (i.e., obtaining money or other objects of value from an unwilling person), or forces an individual to act through the use of force or threat of force.
21.DJ	Creates a hit list, that is, a list of people targeted to be harmed, using a firearm, as defined by Section 46.01 (3), Penal Code; a knife, as defined by Sections 46.01 (7), Penal Code; or any other object to be used with intent to cause bodily harm.

1B. Discretionary DAEP Placement — Off Campus or During Non-school Activity. A student may be placed in a DAEP if the student commits the following conduct off campus and while the student is not in attendance at a school-sponsored or school-related activity:

CODE	OFFENSE
10.DK	A reasonable belief that the student has engaged in conduct defined as a felony offense other than aggravated robbery or those offenses defined in Title 5 of the Texas Penal Code, and the continued presence of the student in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.
21.DL	Engages in any activity on the way to or from school, or while truant or has left campus without authorization that would ordinarily be grounds for DAEP placement or expulsion if the activity had occurred on campus.

2A. Mandatory DAEP Placement — Offenses Requiring DAEP Placement: On Campus, Within 300 Feet of Campus, on Bus, or During a School Activity. A student must be placed in a DAEP if the student commits the following on or within 300 feet of school property, as measured from any point on the school's real property boundary line, on District transportation, or while attending a school-sponsored or school-related activity on or off school property, or as otherwise allowed by law:

CODE	OFFENSE
27.DM	Engages in conduct that contains the elements of assault causing bodily injury under Texas Penal Code 22.01(a)(1) against a school district employee or volunteer.
28.DN	Engages in conduct that contains the elements of assault causing bodily injury under Texas Penal Code 22.01(a)(1) against someone other than a school district employee or volunteer.
28.DO	Repeatedly engages in conduct containing the elements of assault without bodily injury under Texas Penal Code 22.01(a)(2) or 22.01(a)(3).
04.DP	Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, a synthetic drug, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the Expulsion section.) (See Glossary for "under the influence.")
05.DQ	Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense (School-related felony alcohol offenses are addressed in the Expulsion section.)
06.DR	Engages in conduct that contains the elements of an offense relating to abusable glue or paint or relating to abusable volatile chemicals.
07.DS	Engages in conduct that contains the elements of the offense of public lewdness (see Glossary) or indecent exposure.
02.DT	Engages in conduct that is punishable as a felony. Felony conduct may include, but not be limited to, criminal mischief and/or graffiti, and/or coercing, soliciting, or inducing gang membership (see Glossary).
08.DU	Except when punishable as a Level IV offense, engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property.
60.HA	Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07 (a)(1), (2), (3), or (7). See Glossary under the definition for Harassment.
61.FK	Engages in bullying (as defined by Section 37.0832, Education Code; see Glossary) that encourages a student to commit or attempt to commit suicide.
61.FL	Incites violence against a student through group bullying (as defined by Section 37.0832, Education Code; see Glossary).
61.FM	Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

2B. Mandatory DAEP Placement — Offenses Requiring DAEP Placement: Any Location (on or off Campus). A student shall be placed in a DAEP if the student commits the following at any location (on or off campus), regardless of whether the event occurs during a school activity; or as otherwise allowed by law:

CODE	OFFENSE
35.DV	Engages in conduct involving a public school that contains the elements of the offense of false alarm or report (including a bomb threat). (See Glossary.)
26.DW	Engages in conduct involving a public school that contains the elements of the offense of terroristic threat. (See Glossary.)
21.DX	Engages in certain expellable conduct, as provided by law, and is between six and nine years of age. (See "Suspension (Out of School).")
21.DY	Commits a federal firearms violation and is younger than six years of age.

2C. Mandatory DAEP Placement — Offenses Requiring DAEP Placement: Off Campus or Not During School Activity. A student shall be placed in a DAEP if the student commits the following off campus and while the student is not in attendance at a school-sponsored or school-related activity:

CODE	OFFENSE
09.DZ	Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 of the Texas Penal Code (see Glossary) and (i) a court or jury finds that the student has engaged in delinquent conduct (see Glossary), (ii) the student receives deferred prosecution (see Glossary), or (iii) the superintendent or designee has a reasonable belief (see Glossary) that the student has engaged in the conduct.

Level IV — Expulsion Offenses

The following actions constitute offenses that may or shall result in expulsion or shall result in DAEP. These offenses are considered to be more severe than the other offenses listed in this Code. Most of these offenses are illegal actions, so administrators shall contact law enforcement officials regarding this conduct. The principal may suspend a student or place a student in in-school suspension or on-campus intervention for these offenses, pending a complete investigation and recommendation for expulsion. The terms of a placement under this section shall prohibit the student from attending or participating in school-sponsored or school-related activities, including, but not limited to, extracurricular activities and suspension of honorary privileges.

1A. Discretionary Expulsion — Offenses Which May Result in Expulsion or Shall Result in DAEP: On Campus, Within 300 Feet of Campus, on Bus, or at a School Activity. A student may be expelled or shall be placed in a DAEP if a student commits the following while on campus or within 300 feet of school property, as measured from any point on the school's real property boundary line, on District transportation, while attending a school-sponsored or school-related activity on or off school property, or as otherwise allowed by law:

CODE	OFFENSE
04.EA	Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of any amount of marijuana, a controlled substance, a synthetic drug, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
05.EB	Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of any amount of an alcoholic beverage; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
06.EC	Engages in conduct that contains the elements of an offense relating to abusable glue or paint or relating to volatile chemicals.
27.ED	Engages in conduct that contains the elements of assault (intentionally, knowingly, or recklessly causing bodily injury to another) against a District employee or volunteer.
49.EE	Engages in deadly conduct. (See Glossary.)

1B. Discretionary Expulsion — Off Campus but Within 300 Feet of Campus. A student may be expelled or shall be placed in a DAEP if a student commits the following off campus, but within 300 feet of school property, as measured from any point on the school's real property boundary line, or as otherwise allowed by law:

CODE	OFFENSE
11.EF	Uses, exhibits, or possesses a firearm.
12.EG	Uses, exhibits, or possesses a location-restricted knife (a knife with a blade over 5½ inches), a club, or a prohibited weapon. (See Glossary.)
21.EH	Engages in conduct that contains the elements of any of the following criminal offenses: aggravated assault, sexual assault, aggravated sexual assault, arson, murder, capital murder, criminal attempted murder or capital murder, indecency with a child, aggravated kidnapping, aggravated robbery, manslaughter, criminally negligent homicide, or felony drug- or alcohol-related offense.

1C. Discretionary Expulsion: Any Location. A student may be expelled or shall be placed in a DAEP if the student commits the following at any location (on or off campus), regardless of whether or not it is during a school activity, or as otherwise allowed by law:

CODE	OFFENSE
22.EI	Engages in conduct that constitutes criminal mischief (vandalism), if such conduct is punishable as a felony (i.e., if the cost of the damage in question is $1,500 or more).
27.EJ	Engages in conduct that contains the elements of assault (intentionally, knowingly, or recklessly causing bodily injury to another) against a District employee or volunteer in retaliation for or as a result of the person's employment or association with the District.
26.EK	Engages in conduct involving a public school that contains the elements of the offense of false alarm or report or terroristic threat. (See Glossary.)
58.EL	Breach of computer security.
21.EM	Engages in conduct containing the elements of one of the following offenses against another student: aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery.
61.FN	Engages in bullying (as defined by Section 37.0832, Education Code; see Glossary) that encourages a student to commit or attempt to commit suicide.
61.FO	Incites violence against a student through group bullying (as defined by Section 37.0832, Education Code; see Glossary).
61.FP	Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

1D. Discretionary Expulsion — Offenses Which May Result in Expulsion or Shall Result in DAEP: While in DAEP. A student may be expelled or shall be placed in a DAEP if the student commits the following while placed in a DAEP, or as otherwise allowed by law:

CODE	OFFENSE
59.EN	Engages in documented Serious Misbehavior that violates this Code of Conduct. "Serious Misbehavior" is defined as: (1) deliberate violent behavior that poses a direct threat to the health or safety of others; (2) extortion, meaning the gaining of money or other property by force or threat; (3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or (4) conduct that constitutes the offense of: (A) public lewdness under Section 21.07, Penal Code; (B) indecent exposure under Section 21.08, Penal Code; (C) criminal mischief under Section 28.03, Penal Code; (D) personal hazing under Section 37.152; or (E) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

1E. Discretionary Expulsion: On Property of Another District or During Another District's Activity. A student may be expelled or shall be placed in a DAEP if the student commits the following offenses on the property of another Texas school district or while the student is attending a school-sponsored or school-related activity of another Texas school district:

CODE	OFFENSE
21.EO	Any offense that is a state-mandated expellable offense.

2. Mandatory Expulsion: Offenses Requiring Expulsion. A student shall be expelled for any of the following offenses if committed on school property, while attending a school-sponsored or school-related activity on or off school property, or as otherwise required by law:

CODE	OFFENSE
29.EP	Engages in conduct containing the elements of aggravated assault under the Texas Penal Code against a school district employee or volunteer. [TEC 37.007(d)]
30.EQ	Engages in conduct containing the elements of aggravated assault against someone other than a school district employee or volunteer. [TEC 37.007(a)(2)(A)]
31.ER	Engages in conduct containing the elements of sexual assault or aggravated sexual assault against a school district employee or volunteer. [TEC 37.007(d)]
32.ES	Engages in conduct containing the elements of sexual assault or aggravated sexual assault against someone other than a school district employee or volunteer. [TEC 37.007(a))2) (A)]
11.ET	Uses, exhibits, or possesses a firearm under the Texas Penal Code.
	Note: A firearm lawfully stored in a vehicle still requires expulsion under TEC 37.007 (a) (1) (A), depending on the type of weapon. A student is in possession of a firearm on school property if the firearm is brought to school in the student's vehicle and parked on school property. (Texas law provides an exception from mandatory expulsion for a student's use, exhibition, or possession of a firearm at an approved off-campus target range facility while participating in or preparing for certain shooting sports, competitions, or activities sponsored by the District or affiliated with the Texas Parks and Wildlife Department. There is no exception for similar use or possession of a firearm on school property.)
12.EU	Uses, exhibits, or possesses a location-restricted knife, which is a knife with a blade over 5½ inches (see Glossary).
14.EW	Uses, exhibits, or possesses a prohibited weapon, such as an explosive weapon, a machine gun, a short-barrel firearm, a firearm silencer, armor-piercing ammunition, a chemical-dispensing device, a zip gun, or a tire deflation device. A switchblade knife is also included in this category (see Glossary).
16.EX	Engages in conduct containing the elements of arson under the Texas Penal Code to include intentionally starting a fire or causing an explosion and in so doing: (1) recklessly damaging or destroying a building belonging to another; or (2) recklessly causing another person to suffer bodily injury or death.
17.EY	Engages in conduct containing the elements of murder, capital murder, or criminal attempt to commit murder under the Texas Penal Code.
18.EZ	Engages in conduct containing the elements of indecency with a child under the Texas Penal Code.
19.FA	Engages in conduct containing the elements of aggravated kidnapping under the Texas Penal Code.
36.FB	Engages in conduct related to a controlled substance/drug offense violation if the conduct is punishable as a felony.
37.FC	Engages in conduct related to an alcohol violation if the conduct is punishable as a felony.
08.FD	Retaliates against a school employee or volunteer, combined with one of the above-listed offenses, on or off school property or while attending a school-related or school-sponsored activity on or off of school property.
11.FE	Brings a firearm to school, as defined by federal law (see Glossary).
46.FF	Engages in conduct containing the elements of aggravated robbery under the Texas Penal Code.
47.FG	Engages in conduct containing the elements of manslaughter under the Texas Penal Code.
48.FH	Engages in conduct containing the elements of criminally negligent homicide under the Texas Penal Code.
57.FI	Engages in conduct containing the elements of continuous sexual abuse of a young child or children under the Texas Penal Code.

EMERGENCY PLACEMENT IN A DAEP OR EXPULSION

At the time of the emergency placement or expulsion, the student shall be given oral notice of the reason for the action. Within a reasonable time after the emergency placement, the student shall be accorded the appropriate due process. Students with disabilities are subject to applicable federal and state law regarding the term of a student's emergency placement.

CODE	OFFENSE
23.FJ	A student may be immediately placed in a DAEP or immediately expelled, as allowed by law [TEC 37.019], if that student engages in conduct so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with the students in a class, with the ability of the classmates to learn, or with the operation of school or a school-sponsored activity (placement in a DAEP) or if the student's action might cause imminent harm to persons or property (expulsion).

EXPULSION FOR TITLE 5 FELONY OFFENSES

Regardless of whether placement or expulsion is required or permitted by the provisions governing DAEP placement or expulsion above, in accordance with TEC 37.0081, a student may be expelled and placed into either DAEP or the Juvenile Justice Alternative Education Program (JJAEP) if the Board or its designee makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see Glossary) of the Texas Penal Code.

The student must:

- Receive deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Received probation or deferred adjudication or have been convicted of, arrested for, or charged with a Title 5 felony offense.

The expulsion or DAEP placement may be without regard to (a) the date or location of the offense; (b) the enrollment status of the student; or (c) whether the student successfully completed any court disposition requirements.

The student must first have a hearing before the Board or designee, who must determine that the student's presence in the regular classroom: (a) threatens the safety of other students or teachers; (b) will be detrimental to the educational process; or (c) is not in the best interests of the District's students. Any decision of the Board or the designee under this section is final and may not be appealed.

The student is subject to the placement until one of the following occurs: (a) the student graduates from high school; (b) the charges are dismissed or reduced to a misdemeanor offense; or (c) the student completes the term of the placement or is assigned to another program. A student who enrolls in the District before completing a placement under this section from another school district must complete the term of the placement. Students are entitled to the periodic 120-day review provided for other disciplinary placements. In the event of a conflict, any provision in the Student Code of Conduct that derives from Texas Education Code § 37.007 will prevail.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the Board transfer the offending student to another campus, the offending student shall be transferred to another campus in the District. If there is no other campus in the District serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

REGISTERED SEX OFFENDERS PLACEMENT IN DAEP/JJAEP

On receipt of notification that a student is a registered sex offender, a decision regarding the placement of the student into a DAEP or the District's juvenile justice alternative education program will be made according to the following guidelines. Students who are no longer required to register as a sex offender, or who receive early termination of the obligation to register, are not considered registered sex offenders. This section supersedes other provisions pertaining to alternative disciplinary placement.

Court Supervision

A student who is under any form of court supervision, including probation, community supervision, or parole, shall be placed in either DAEP or JJAEP for at least one semester. If such a student transfers, the student may be required to complete an additional semester in an alternative placement in the new school district without a committee conducting a placement review as described below or the enrolling district may count the time spent by the student in the former district toward the required placement time. A student who is not under any form of court supervision, may be placed in a disciplinary program or in the regular classroom unless the Board's designee determines that the student's presence (a) threatens the safety of other students or teachers; (b) will be detrimental to the educational process; or (c) is not in the best interest of the District's students.

Review Committee

A committee shall be convened after the student is placed for one semester to review the student's placement. The committee shall be composed of (1) a classroom teacher from the campus to which the student would be assigned were the student not in the alternative program; (2) the student's parole or probation officer or a representative of the local juvenile probation department; (3) an instructor from the alternative education program to which the student is assigned; (4) a school district designee selected by the Board or its designee; and (5) a counselor employed by the school district. The committee shall vote to determine whether the student should remain in the alternative setting or be returned to the regular classroom. The recommendation must then be made to the Board or its designee. The Board of Trustees must honor the committee recommendation unless one of the following occurs: (a) a recommended regular classroom placement but Board's designee determines that the student's presence threatens the safety of other students or teachers, will be detrimental to the educational process, or is not in the best interests of the District's students; or (b) a recommended continued alternative setting but the Board's designee determines that the student's presence does not threaten the safety of other students or teachers, will not be detrimental to the educational process, or is not contrary to the best interests of the District's students. If the recommendation is to continue the alternative setting and the Board determines that this will occur then before the beginning of each school year, the placement committee shall meet and make its determination and recommendation again.

Students Receiving Special Education Services

A placement for a student receiving Special Education services must be made in compliance with IDEA (20 USC § 1400 et seq.). If a student receiving Special Education services is placed into an alternative setting for more than one semester, the placement review must be made by the student's Admissions, Review, and Dismissal (ARD) Committee. The ARD Committee can request that a placement committee with the members described above be convened in order to assist them in conducting the placement review.

Appeal

A student or parent or guardian may appeal a placement as a registered sex offender by requesting a conference among the Board or its designee, the parents or guardian, and the student. This conference will be limited to the factual question of whether the student is required to register as a sex offender. The decision made by the Board or its designee is final and may not be appealed.

TRANSPORTATION RULES

Students shall follow these rules while on District vehicles or other public transportation (e.g., VIA buses) carrying students to and from school:

- Follow the driver's instructions at all times.
- Do not engage in any conduct that may distract or harm the driver, or otherwise cause the driver to be unable to operate the vehicle safely.
- Board and leave the vehicle in an orderly manner at the designated bus stop.

- Remain seated when the vehicle is in motion.
- Utilize seat belts if they are available on the vehicle.
- Keep books, band instrument cases, feet, and other objects out of the aisle of the vehicle.
- Keep the vehicle clean; do not deface or vandalize the vehicle or its equipment.
- Maintain safety near windows: do not extend head, hand, arm, or leg out of the window or hold objects out of the window.
- Do not throw any objects within the vehicle or out of the vehicle.
- On leaving the vehicle, use caution before crossing streets.
- Comply with all other rules in this Code of Conduct or established by the operator of the vehicle.

Since the District's primary responsibility in transporting students in District vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, a bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which may include restricting or revoking a student's bus-riding privileges. Note: a change in transportation services for a student with a disability for whom transportation is a related service requires ARD Committee action; a change in transportation services for Section 504 students requires Section 504 Committee action. For more information, contact the Transportation Department.

GANG-FREE ZONES

Certain criminal offenses, including those involving organized criminal activity (e.g., gang-related crimes), will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the District, a gang-free zone includes a school bus and any site in, on, or within 1,000 feet of any District-owned or -leased property or campus playground.

VANDALISM AND GRAFFITI

Vandalism is the damage or destruction of property without the consent of the owner. It is willful action that results in the destruction, damage, or defacement of property belonging to or used by the SAISD. Graffiti is vandalism and includes marks with paint, indelible markers, or removable markings on school property without consent. The markings may include inscriptions, slogans, drawings, or paintings. The offense may be categorized as criminal mischief and punishable as a felony or misdemeanor. The difference between graffiti and art is permission.

A student who engages in conduct that damages or tampers with the property of another has committed a Level II, Level III, or Level IV Offense, as described in the Student Offenses section above. It is punishable by appropriate disciplinary action as described in section V (Consequences for Inappropriate Behavior) below. Parents or guardians of students guilty of damaging school property shall be liable for damages in accordance with law and may be subject to criminal penalties.

ELECTRONIC COMMUNICATION SYSTEM STUDENT ACCEPTABLE USE POLICY

SAISD has established a District-wide electronic communications system to facilitate the educational process. Along with this resource are associated responsibilities. Though all training in the use of the District's telecommunications network emphasizes the ethical use of this resource, it is possible that your child may come across some materials you might find unacceptable. While the District takes reasonable steps to prevent access to such material through electronic filtering and classroom management, it is not possible for the District to guarantee that it can completely prevent such access. The rules below are for appropriate use and are expected to be followed at all times while accessing the District's electronic communications system. Students are expected to adhere to the following rules:

Safety of Self and Others

- Report to their teachers or other school personnel any message received that is inappropriate or makes them uncomfortable.
- Not reveal personal information about themselves or others.
- Not agree to meet with someone they met online without parental knowledge and participation.
- Not use the system to threaten others.
- Use appropriate language for the educational environment and for the educational activity in which they are currently involved (no swearing, vulgarity, ethnic or racial slurs, or any other inflammatory or threatening language).
- Not transmit or send obscene pictures or messages.
- Not participate in cyberbullying.

Access and Use

- Not send messages under a false identity.
- Not access e-mail, files, and/or other documents of other users without permission.
- Not use the internet or other electronic communications to threaten District students, employees, Board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment.
- Not access websites that contain inappropriate or illegal material, including those that contain content that is pornographic or sexual in nature, from any computer or other technological device on school property.
- Not us the internet for financial gain or political or commercial activity.
- Not use the system for purchasing products or services.
- Not use the system for illegal purposes or any other activity prohibited by District policy.

Copyright Laws

- Comply with and be aware of all copyright laws.

System Security

- Not attempt to harm equipment, materials, or data.
- Not knowingly infect a computer or network with a virus.
- Not knowingly disrupt the network.
- Not provide passwords to other users.
- Always report any violations of the SAISD Acceptable Use Guidelines to a teacher or administrator.

Respect for System Limitations

- Not download large files unless absolutely necessary.

INAPPROPRIATE ELECTRONIC MESSAGES AND WEBPAGES

Students are prohibited from sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting." This prohibition applies to conduct both on and off school property if it results in a substantial disruption to the educational environment or infringes on the rights of another student at school.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined according to the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child http://beforeyoutext.com, a state-developed program that addresses the consequences of engaging in inappropriate behavior using technology.

Students are also prohibited from using the name or persona of another person to create a web page on or to post one or more messages on a commercial networking site without obtaining the other person's consent *and* with the intent to harm, defraud, intimidate, or threaten any person. Any person violating these rules will be disciplined according to the Student Code of Conduct and may, in certain circumstances, be reported to law enforcement.

CELL PHONES AND OTHER ELECTRONIC DEVICES

The use of cell phones and other electronic devices on school property is prohibited. For safety purposes, the District permits students to possess cell phones while on campus; however, all cell phones must remain turned off during school hours, including during all testing. With prior approval from the principal and teacher, a student may use personal electronic devices for on-campus educational purposes only.

Any unauthorized use of cell phones or other electronic devices will result in the consequences described in the Student Code of Conduct, as well as the assessing of fines and/or confiscation as described below:

- *1st Offense* – Documented verbal warning and reminder given to student that electronic devices may be confiscated and fines assessed for the return of the device in accordance with the Telecommunications / Electronic Devices Procedures.
- *2nd Offense* – Electronic device confiscated and returned to parent/legal guardian at end of the school day. Parent/ guardian signature and date required for receipt of device and parents will receive an additional copy of the Telecommunications/Electronic Devices Procedures.

- *3rd Offense* – Device confiscated and $10 fine assessed for return of the item. Parents/legal guardians may pick up the device at the end of the day after the fine has been collected.
- *4th and Subsequent Offenses* – Device confiscated and $15 fine assessed for return of the item. Parents/legal guardians may pick up the device at the end of the day after the fine has been collected.

Additional Considerations

- Adult students over the age of 18 years may retrieve personal electronic devices in lieu of parent/guardian after paying the required fee at the end of the school day as appropriate.
- Administrators/campus staff are not responsible for lost or stolen items.
- When paying fine, exact cash is required.
- Hours to pick-up phones/electronic devices are 7:30 a.m. to 4:15 p.m. Monday through Friday.
- Fees collected will be deposited in campus student activity funds.
- On receipt of reliable proof that a student and his or her parent or guardian are unable to pay the required fee, the fee shall be waived. Principals shall determine eligibility for a fee waiver.

Disposal of Electronic Devices

Parents/legal guardians will be given notice and will be allowed to retrieve devices collected throughout the school year prior to disposal of the device. If a telecommunication device is not retrieved, the District shall dispose of the device after providing the student's parent and the company whose name and address appear on the device at least 30 days' notice of the intent to dispose of the device. Such notice may be made by telephone or in writing and must include the serial number of the device.

EMAIL AND SOCIAL MEDIA USE BETWEEN EMPLOYEES AND STUDENTS

In general, employees are prohibited from using electronic media (email, texting, social media, etc.) to communicate with students unless they are exempted from this prohibition under Administrative Procedure D36. A certified or licensed employee may communicate with students via electronic media about matters within the scope of their professional responsibilities without written consent from District administration. Any other employee designated in writing by the Superintendent or the campus principal may use electronic media to communicate with students who are currently enrolled in the District. There is also a defined exemption for certain family members.

Employees are also prohibited from communicating with students through a personal social network page unless the employee has created a separate social network page (a "professional page") for the purpose of communicating with students. The employee must receive a signed and completed Participation in Electronic Media Parent Permission Form [Form D36-A] prior to communicating with any student through a form of electronic media that is private or password protected. This includes all emailing or texting (even if more than one person is part of the communication) or any social media format that requires a password or permission to access. A signed Form D36-A from each student participant is not required for public internet communications or postings that do not require the host's permission or a password to access the posted information (e.g., a public Twitter account or public Facebook page). If you have any questions regarding the District's electronic media policy, please contact the Department of Instructional Technology.



SECTION V:
CONSEQUENCES FOR INAPPROPRIATE BEHAVIOR

GENERAL DISCIPLINE GUIDELINES

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practices. Students must be treated fairly.

Discipline shall be based on a careful assessment of the mitigating factors particular to each case, including the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude or intent, the effect of the misconduct on the school environment, whether self-defense was involved, if the student is in the 2nd grade and below, if the student is homeless in grades k-12, and statutory requirements. Because of these factors, discipline for a particular offense, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Time-Out Guidelines

Time-out is a behavior management technique that seeks to reduce or eliminate inappropriate behaviors that are maintained by attention or other positive reinforcers. Time-outs are intended to give students an opportunity to regain self-control, which will increase and strengthen positive student behavior. A student placed in time-out is separated from the activity or other students for a limited amount of time. The teacher should consider the age of the child and what is developmentally appropriate when determining the number of minutes for which time-out is assigned. A student with an IEP must have line of sight to the teacher and the time-out cannot interfere with the student's ability to engage in instruction. Time-out for students with IEPs that remove the student from instruction must be documented and agreed to in the IEP.

Teachers are encouraged to designate areas in the classroom for time-out, such as a self-control area, cool-down, or chill corner. Time-out in another teacher's classroom may be used if both teachers agree. For any time-out, students must be supervised at all times and any loss of instruction time should be minimized. Students may not be isolated or kept locked in a classroom. A student cannot be physically prevented from leaving time-out, nor can physical force be used to place students in time-out.

DISTRICT POLICE OFFICERS

To ensure sufficient security and protection of students, staff, and property, the Board employs peace officers. In accordance with law, the Board has coordinated with the campus behavior coordinator and other District employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of District peace officers are listed in policy CKE (LOCAL). The Board does not employ school resource officers or security personnel.

As noted in CKE (LOCAL), District peace officers may enforce any law while within the geographical boundaries of the District, or as it relates to real or personal property that is owned, leased, rented by, or otherwise under the control of the District or while on or in the vicinity of property that is owned, leased, rented by, or otherwise under control of the District. District peace officers may enforce any law that is related to the safety and well-being of any District student, employee, or other individuals on or in the vicinity of District property or District-sanctioned events or activities. District peace officers shall comply with the provisions of Code of Criminal Procedure Article 2.13. The District chief of police may assign specific duties as required based on the needs of the District. In addition to their normal duties, the peace officers shall assist the Board, agents of the Board and the District, and/or campus administrators with matters that do not concern the application of law but that will facilitate the orderly conduct of District business. A District peace officer who encounters a felony or breach of the peace outside of the officer's jurisdiction may initiate appropriate action in accordance with Code of Criminal Procedure Article 14.03d and Article 18.16. Upon taking such action, the officer shall, as soon as practicable after making an arrest, notify both a law enforcement agency having jurisdiction where the arrest was made and a District police supervisor as to the circumstances and action taken regarding the incident.

As noted above, school district peace officers shall perform law enforcement duties for the school district that must include protecting the safety and welfare of any person in the jurisdiction of the peace officer and the property of the District. A District peace officer may not be *assigned or required* as duties of a school peace officer routine student discipline or school administrative tasks or contact with students unrelated to the law enforcement duties of the peace officer. This does not prohibit the District peace officer from informal contact with a student unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement. Informal conduct in SAISD focuses on building positive relationships with students and the school community.

The campus behavior coordinators, administrators, and other appropriate school employees must receive training annually on the duties of District peace officers to include that officers are only tasked with duties related to law enforcement intervention and not tasked with behavioral or administrative duties better addressed by other District employees.

DETENTION

For infractions of the Student Code of Conduct or other policies and regulations, teachers may detain students before or after school hours. Before assigning students to detention, the teacher shall inform the student of the conduct that allegedly constitutes the violation, and the student shall be given an opportunity to explain his or her version of the incident.

When detention is used, notice shall first be given to the student's parent or legal guardian to inform the parent of the reason for the detention and permit arrangements for the necessary transportation of the student. Except in the case of a student who is 18 or older living apart from parents and emancipated minors, the detention shall not begin until the parent has been notified. The student's parent or guardian, if the student is a minor, may be required to provide transportation when the student has been assigned to detention.

Participating in Graduation Activities

The District has the right to limit a student's participation in graduation activities for violating the Student Code of Conduct. Participation might include a speaking role, as established by District policy and procedures.

Students eligible to give remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District's Student Code of Conduct resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the District's Student Code of Conduct resulting in an out- of- school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

IN-SCHOOL SUSPENSION/ON-CAMPUS INTERVENTION

Students may be placed in in-school suspension or on-campus intervention for engaging in any serious (Level II) offenses as described and set forth in this Code of Conduct. Additionally, students may be placed in in-school suspension or on-campus intervention pending DAEP placement or expulsion. Before placing a student in in-school suspension or on-campus intervention, the campus behavior coordinator shall consider reasonable alternatives, including appropriate discipline management techniques. If the campus behavior coordinator determines that in-school suspension or on-campus intervention is the most appropriate alternative, no other disciplinary action need precede the placement in in-school suspension or on-campus intervention.

REMOVAL FROM CLASSROOM BY A TEACHER

Routine Removal: A teacher may send a student to the campus behavior coordinator's office with appropriate documentation of a violation of this Code of Conduct in order to maintain effective discipline in the classroom. The campus behavior coordinator shall respond by employing appropriate discipline management techniques consistent with this SAISD Student Code of Conduct and local policy.

Formal Removal: A teacher may remove from class a student who (1) has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or the student's classmates' ability to learn; or (2) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the student's classmates' ability to learn.

The terms of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities. When a student has been removed by a teacher pursuant to this section, the campus must complete a Discipline Data Entry Form (F34-A), using the Offense Code 01.

Conference and Review Requirements for Students Removed from Class
In the case of a formal removal, not later than the third class day after the day in which the student is removed from the class by the teacher, the campus behavior coordinator, or other appropriate administrator, the campus behavior coordinator or other appropriate administrator shall schedule a conference with the student's parent, the teacher that removed the student, and the student. At the conference, the student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the removal, and an opportunity to respond to the reasons for the removal. The campus behavior coordinator or other appropriate administrator will notify the student of the consequences of the Code of Conduct violation. The student may not be returned to the regular classroom pending the conference.

Following the conference, and whether or not all requested parties are in attendance after valid attempts to require their attendance, the principal shall order the placement of the student for a period consistent with this Code of Conduct. Students with disabilities may not be removed in violation of specific IEP/IAP provisions or for more than 10 school days in a school year without ARD/ Section 504 Committee approval.

A student removed from the regular classroom to in-school suspension or another setting other than DAEP, will have an opportunity, before the beginning of the next school year, to complete each course the student was enrolled in at the time of removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. Students and their parents are encouraged to discuss the option with the teacher or school counselor to ensure the student completes all work required for the course or grade level.

Return to the Classroom
The student may not be returned to the classroom of the teacher who removed the student without the teacher's consent unless the Placement Review Committee determines that such placement is the "best or only alternative available." However, if the teacher removed the student because the student committed assault with bodily injury, aggravated assault, sexual assault, or aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder against the teacher, the student may not be returned without the teacher's consent.

SUSPENSION (OUT-OF-SCHOOL)

It is important that schools seek to utilize alternatives to suspension to assure that the student has continued access to quality instruction and to avoid any negative effects that accompany being away from the classroom. **When possible, the school administrator shall avoid the use of out-of-school suspension and will limit any such suspension to 1 day. When student and staff safety may be at risk, the administrator may implement a 2 or 3 day out-of-school suspension.** Out-of-school suspension shall not be used in response to truancy. Students may be suspended for a period not to exceed three consecutive school days per action for engaging in any Level III offense or higher or pending DAEP placement or expulsion. A campus administrator may suspend a student prior to (but not in lieu of) placement in a DAEP or expulsion, where a student's conduct requires such placement or expulsion. If the administrator determines that a suspension is necessary to ensure student safety and security, no other disciplinary action need precede the suspension.

The District shall not use out-of-school suspension for students below grade 3 or homeless unless the conduct meets the requirements established in law. A student below grade 3, a student who is homeless, or a student who is in foster care shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The District shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law. Refer to section III (Students with Disabilities) for information on suspension of students with an IEP or a Section 504 plan.

Conference with Student before Suspension

Before suspending a student, the campus coordinator or appropriate administrator shall conduct an informal conference, at which the student shall be advised of the alleged misconduct with which he or she is charged, and the student shall have the opportunity to respond to the allegation before the administrator makes a decision. In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see Glossary)
2. Intent or lack of intent at the time the student engaged in the conduct
3. The student's disciplinary history
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct
5. Students in the 2nd grade and below
6. A student's status in the conservatorship of the Department of Family and Protective Services (foster care)
7. A student's status as homeless in grades k-12

Coursework During Suspension

The District shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet. A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The District will not charge the student for any method of completion provided by the District.

Notice to Parents Regarding Suspension

A student's parent shall be notified of a suspension by telephone, or other appropriate means, as soon as reasonably practicable. Parents shall be advised that it is their responsibility to provide adequate supervision for the student during the period of suspension. The student is not allowed on the home campus or any other school campus or at any school-related activity during the suspension. Students violating this prohibition may be charged with illegal trespass, a Class C misdemeanor. If a student is incarcerated, District staff will attempt to contact parents and other agencies to provide required student information.

DISCIPLINARY ALTERNATIVE EDUCATION PROGRAMS (DAEP)

The District shall provide for the continuing education of a student placed in a DAEP by transferring the student to one of the District campuses designated as a DAEP campus. The DAEP shall be in a setting other than the student's regular classroom. A student younger than six years of age may not be placed in a DAEP. A student in grade 2 or below shall not be placed in DAEP unless the student's conduct meets the requirements established in law. (See Suspension Out of School.) An elementary school student may not be placed in a DAEP with a student who is not an elementary school student. For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12. Summer programs provided by the District shall serve students assigned to a DAEP separately from those students who are not assigned to the program. The District shall provide transportation to students in a DAEP.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the District shall take into consideration (1) self-defense (see glossary); (2) intent or lack of intent at the time the student engaged in the conduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or (5) a student's status in the conservatorship of the Department of Family and Protective Services (foster care), or (6) a student's status as homeless.

Hearing

Following an initial determination by the principal or investigating administrator that a student has committed an offense that requires or allows placement in a DAEP, a hearing will be scheduled with a District hearing officer who shall determine whether placement is warranted. At the hearing, the student's parent or guardian will be notified of the alleged violation of the Code of Conduct. If the District makes a good-faith effort to inform the student and the student's parent or guardian of the time and place of the hearing, the District may hold the hearing, regardless of whether the student, the student's parent or guardian, or another adult representing the student attends.

Duration of Placement
The duration of a student's placement in the DAEP shall be determined by the campus behavior coordinator or other appropriate administrator. The length of placement shall be expressed in a specific number of days that the student must successfully complete in the DAEP prior to returning to the home campus. If the student's placement is to extend beyond the end of the next grading period, the student or the student's parent or guardian is entitled to participate in a proceeding before the Board of Trustees or the Board's designee. Any appeal of the decision shall be addressed in accordance with FNG(LOCAL).

Before the District may place a student in a DAEP for a period that extends beyond the end of the school year, the Board or Board's designee must determine that (a) the student's presence in the regular classroom or at the student's regular campus presents a danger of physical harm to the student or to another individual; or (b) the student has engaged in serious or persistent misbehavior that violates this SAISD Student Code of Conduct.

Coursework Notice
The parent of a student placed in DAEP shall be given written notice of the student's opportunity to complete coursework required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework. Students and their parents are encouraged to discuss the option with the teacher or school counselor to ensure the student completes all work required for the course or grade level.

Emergency Placement
In an emergency, the principal or the principal's designee may order the immediate placement of a student in a DAEP for any reason for which placement in a DAEP may be made on a nonemergency basis. In such a situation, the principal or designee shall schedule an appropriate conference no later than the 10th day after the placement.

DAEP for 60 Days or More – Review of Student's Status
For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the Board or the Board's designee.

DAEP for 90 Days or More – Student Assessment
All students placed into a disciplinary alternative education program for 90 days or more shall be assessed upon initial placement and subsequently on the date that the students departs from the program or as near to that date as possible. The assessment instrument will measure basic skills in reading and math. Students assigned to the disciplinary alternative education program must also take all academic skills assessments required of all public school students.

DAEP for 120 Days or More – Review of Student's Status
A student placed in a DAEP shall be provided a review of his/her status, including a review of his/her academic status, by the Board's designee at intervals not to exceed 120 days. In the case of a high school student, the Board's designee, with the student's parent, shall review the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The District is not required under this subsection to provide, in the District's DAEP, a course not specified under Section 37.008(a) of the Texas Education Code. At the review, the student or parent must be given an opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

DAEP That Exceeds One Year
Placement in a DAEP may exceed one year when a review by the District determines that the student is a threat to the safety of other students or to District employees. The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the Board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

DAEP Placement for Persistent Misbehavior
Before proposing a student for DAEP placement for persistent misbehavior, the campus must begin the Multi-Tiered Systems of Support (MTSS) behavior intervention and then submit to the hearing officer at least 4–6 weeks of properly documented MTSS progress monitoring. The student must be in attendance at the student's regular campus for those 4–6 weeks (i.e., time in suspension or DAEP does not count). The days may be consecutive or nonconsecutive, but the time period starts over each school year. Each student will receive no more than one DAEP placement for persistent misbehavior per school year.

Newly Enrolled Students
The District shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the District and was assigned to a DAEP in an open-enrollment charter school or another district. The District may place the student in the District's DAEP or a regular classroom setting.

On the day in which the decision is made to change the student's placement as a result of a violation of the Code of Conduct, the school must notify the parent of that decision and provide them with the Notice of Procedural Safeguards. The campus behavior coordinator is responsible for sharing the Critical Incident Report with the campus LSSP within 48 hours. Within 10 school days of any decision to change the placement (DAEP or expulsion), the school must conduct an ARD or Section 504 MDR. The committee must review all relevant information and determine whether the conduct was caused by or had a direct and substantial relationship to the students' disability and/or whether the conduct in question was the direct result of the school's failure to implement the student's IEP. If either of these apply, the conduct is considered a manifestation of the disability.
If the ARD or Section 504 Committee determines that the student's misconduct was a manifestation of the disability, the student shall not be placed into the DAEP or expelled. If the ARD or Section 504 Committee determines that the student's placement and/or IEP is inappropriate, the misconduct must be considered a manifestation of the student's disability and the student must not be expelled. The ARD or Section 504 Committee may propose changes in the student's placement (other than DAEP placement or expulsion), and/or changes in the student's IEP, including the student's behavior intervention plan (BIP) as appropriate.

The DAEP placement of a student with a disability or expulsion may only be made following an ARD/Section 504 MDR meeting which determines that the misconduct was not a manifestation of the student's disability. If the ARD or Section 504 Committee determines that the behavior of the student was not a manifestation of the student's disability, the student may be placed into a DAEP or expelled but must continue to be provided a free appropriate public education. The ARD Committee shall determine the services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the student's IEP goals during the time of placement.

A student with a disability who receives Special Education services may not be placed in DAEP solely for educational purposes if the student has not also committed one of the offenses warranting placement in the DAEP. [TEC 37.004]

Special Circumstances
A student with a disability may be removed to an interim alternative educational setting for not more than 45 school days without regard to whether the misconduct is determined to be a manifestation of the student's disability in cases where the student: (i) carries or possesses a weapon at school, on school premises, or at a school function under the jurisdiction of the school district; (ii) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the school district; or (iii) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school district.

If the student's behavior is determined *not* to be a manifestation of the student's disability, the student may be placed in a disciplinary setting to the same extent as a nondisabled student. The student must receive, as appropriate, an FBA, behavioral intervention services, and modifications that are designed to address the behavior so that it does not recur.

Long-Term Placement of Students with Disabilities
A placement for a student receiving Special Education services must be made in compliance with IDEA (20 USC § 1400 et seq.). If a student receiving Special Education services is placed into an alternative setting for more than one semester, the placement review must be made by the student's Admissions, Review, and Dismissal (ARD) Committee. The ARD Committee can request that a placement committee with the members described above be convened in order to assist them in conducting the placement review.

EXPULSION

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the District shall take into consideration (1) self-defense (see Glossary); (2) intent or lack of intent at the time the student engaged in the conduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or (5) a student's status in the conservatorship of the Department of Family and Protective Services (foster care), or (6) a student's status as homeless.

No student under the age of 10 shall be expelled by the District *except* in the case of a student who brings a firearm to school pursuant to Section 37.007(e) of the Texas Education Code, in which case the District shall provide educational services to the expelled student in a DAEP.

Expulsion for Firearm Violations
State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm to school, as defined by federal law when the offense occurs on school property or while attending a school-sponsored or school-related activity on or off school property. However, the superintendent or other appropriate administrator may modify the length of the expulsion on a case-by-case basis.

Expelled Transfer Students
If an expelled student from another school district applies to enroll in SAISD, the District will request that the District that expelled the student provide to SAISD, at the same time other records of the student are provided, a copy of the expulsion order and the referral to the authorized officer of the Juvenile Court. SAISD may continue the expulsion under the terms of the order, may place the student in a DAEP for the period specified by the expulsion order, or may allow the student to attend regular classes without completing the period of expulsion.

Emergency Expulsion
In an emergency, the campus behavior coordinator or other appropriate administrator may order the immediate expulsion of a student for any reason for which expulsion may be made on a nonemergency basis. At the time of the emergency expulsion, the student shall be given oral notice of the reason for that action.

Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion. Pending the hearing, the student may be placed into another appropriate classroom, in-school suspension, or out-of-school suspension or the DAEP.

Due Process and Hearing for Expelled Students
Before a student is expelled, the Board or its designee shall provide the student an opportunity for a hearing at which the student is afforded due process, which shall include the following: (1) prior notice of the charges to the student's parent or guardian and the proposed sanctions so as to afford a reasonable opportunity for preparation; (2) right to a full and fair hearing before the Board or its designee; (3) right to an adult representative or legal counsel; (4) opportunity to testify, present evidence, and witnesses in his or her defense; and (5) opportunity to examine the evidence presented by the school administration and, minimally, an opportunity to view the identity of the District's witnesses and the oral or written report of the facts to which each District witness testifies.

The District shall send a notice of the hearing to the student and parent. The notice shall be in writing and shall give information about the nature of the evidence to be used against the student. If the District makes a good-faith effort to inform the student and parent of the time and place of the hearing, the District may hold the hearing, regardless of whether the student, the student's parent or guardian, or another adult representing the student attends.

During the hearing, the District may rely on the hearsay evidence of school administrators who investigate discipline infractions. The decision shall be based exclusively on evidence presented at the hearing. The final decision shall be communicated promptly to the student and parent. If the Board's designee conducts the hearing, a tape recording or transcript of the proceeding shall be made for the Board's review on appeal, in the event the matter is appealed to the Board.

After the due process hearing, the expelled student may request that the Board of Trustees review the expulsion decision by submitting a written request to the superintendent within 3 days after receipt of the written expulsion decision. The superintendent must provide the student or parent with written notice of the date, time, and place of the meeting at which the Board will review the expulsion decision. The Board will review the record of the expulsion hearing in a closed session unless the parent requests that the meeting be open to the public. The Board shall review the record, shall hear statements from both parties, and shall communicate its decision orally at the conclusion of the presentation. Consequences of expulsion are not deferred pending the hearing or outcome.

If the student has been removed under the emergency expulsion provision pending the expulsion hearing, the principal or designee shall schedule a hearing within a reasonable time period (ten consecutive days) and shall invite the student's parent to attend. Pending the hearing, the student may be placed into another appropriate classroom, in-school suspension, or out-of-school suspension or the DAEP.

Placement in a Juvenile Justice Alternative Education Program (JJAEP)
Students who are expelled are referred for enrollment in the Bexar County Juvenile Justice Academy, the JJAEP school for Bexar County expelled students. Not later than the second business day after the hearing, the District shall deliver a copy of the expulsion order to the juvenile court as well as the information required pursuant to the Texas Family Code. A copy of the expulsion order shall be provided to the student and the student's parent.

Length of Expulsion
The length of expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements. Each expulsion decision shall be made on a case-by-case basis with the maximum period of one year unless, after a review, the District determines that the student is a threat to the safety of other students or to District employees or that extended expulsion is in the best interest of the student. Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion. If the length of expulsion is inconsistent with the guidelines herein, the expulsion order shall give notice of the inconsistency.

ADDITIONAL DAEP AND EXPULSION GUIDELINES

The District shall provide transportation to students in a DAEP.

Restrictions During DAEP or Expulsion
During a DAEP placement or expulsion, a student may not participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations. For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the placement order.

Additional Misconduct
If, during the disciplinary placement the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or other appropriate administrator may issue an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings
When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the District if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review. After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the Board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the Board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The Board shall make a record of the proceedings. If the Board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process
When a student violates the District's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the District before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the District during the same or a subsequent school year, the District may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another District. If the campus behavior coordinator or the Board fails to issue a placement order after the student withdraws, the next District in which the student enrolls may complete the proceedings and issue a placement order.

Transfer or Withdrawal from a DAEP or JJAEP

If a student transfers into SAISD from another school district in which the student was placed in a DAEP, SAISD shall continue the placement under the terms of the order provided by the sending school district. Students who transfer out of SAISD to another public or private institution, including students who withdraw from SAISD for the purpose of home schooling, and students who do not attend the DAEP or JJAEP for the duration of the placement for any reason (other than reasons which constitute an "excused absence" under SAISD policy), shall be required, upon returning to SAISD, to complete the number of days missed in the DAEP or JJAEP before being allowed to return to the regular campus. In the event that the student transfers out of SAISD while DAEP or expulsion proceedings are pending, SAISD will complete the placement proceedings.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or Board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

CREDIT DURING DISCIPLINARY PROCESS

Students shall receive full credit for assignments completed in a DAEP, including in-school suspension or on-campus intervention. Students suspended from school are entitled to make up assignments or tests, regardless of the reason for the suspension. Teachers are to inform students of the time allotted for completion of the work. Students are responsible for obtaining the assignments and completing the work within the time allotted, and students are allowed to make up both class work and homework.

Students who are placed in the Bexar County Juvenile Justice Academy following expulsion are eligible to receive credit for coursework completed during the placement. Students with disabilities will receive educational services during expulsion as determined by the Admissions, Review, and Dismissal (ARD)/Section 504 Committee.

Transition Services

In accordance with law and District procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP or JJAEP. See policy FOCA(LEGAL) for more information. The DAEP administrator will need to give the parent and the principal written notice of the date of the return to the regular campus. Also, the DAEP administrator will need to provide the regular campus principal with an assessment of the student's academic growth while in the DAEP and the results of any assessment instruments that were administered. The DAEP campus administrator must then coordinate the student's transition to a regular classroom. This must be done within five instructional days after release from DAEP. This coordinated effort must involve assistance and recommendations from 1) school counselors, 2) school district peace officers, 3) SROs, 4) CBCs, and 5) classroom teachers who are or may be responsible for implementing the "personalized transition plan."

The campus administrator is responsible for developing the personalized transition plan. It must include recommendations for the best educational placement of the student, and it may include 1) recommendations for counseling, behavioral management, or academic assistance for the student, with a concentration on the student's academic or career goals; 2) recommendations for assistance in obtaining access to mental health services provided by the District, a local mental health authority, or another private or public entity; 3) information to the parent about how to request a Special Education evaluation; and 4) a regular review of progress toward academic or career goals. If practicable, the campus administrator must meet with the parent to coordinate plans for the transition.

PHYSICAL RESTRAINT

District employees may, within the scope of the employee's duties, use appropriate physical restraint to a student that the employee reasonably believes is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury
2. Obtain possession of a weapon or other dangerous object
3. Prevent a student from fleeing when fleeing would put the student or others in danger
4. Protect property from serious damage

Students with IEPs are also subject to physical restraint in accordance with TAC §891.1053(c). A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations

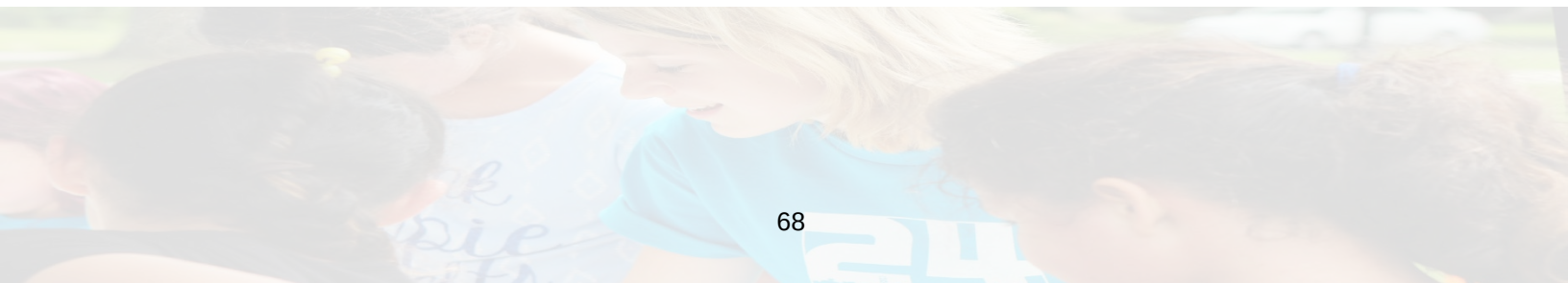
- Restraint must be limited to the use of such reasonable force as is necessary to address the emergency.
- Restraint must be discontinued at the point at which the emergency no longer exists.
- Restraint must be implemented in such a way as to protect the health and safety of the child and others.
- Restraint must not deprive the child of basic human necessities.

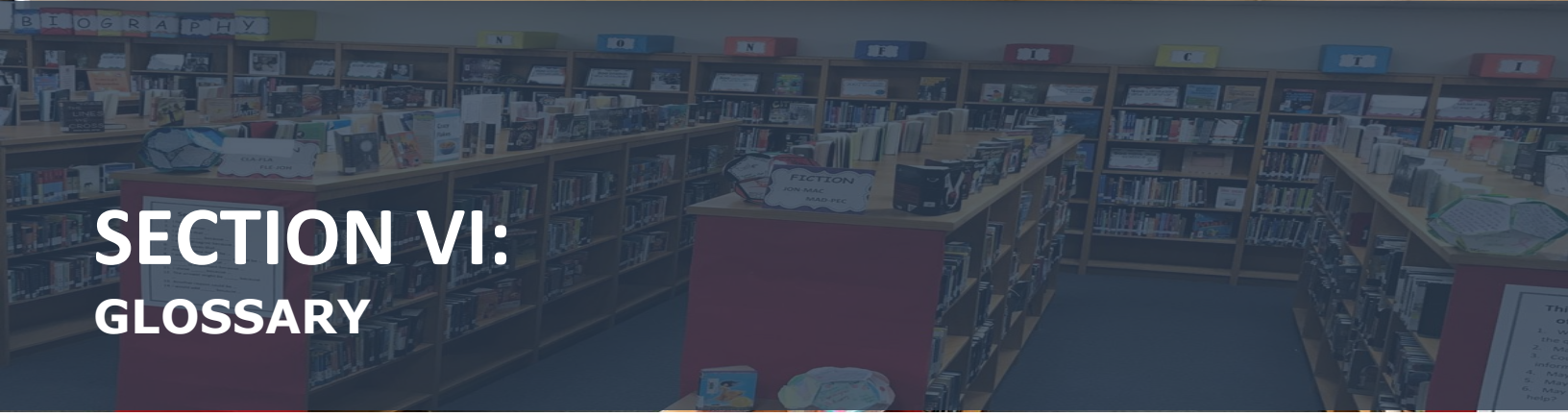
Training for school employees, volunteers, or independent contractors must be provided according to the following requirements:

- A core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or Special Education personnel likely to use restraint.
- Personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
- Training on use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.
- All trained personnel must receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.

In accordance with §89.1053(e), the following documentation requirements must be met in a case in which restraint is used by school employees, volunteers, or independent contractors:

- On the day restraint is utilized, the campus administrator or designee must be notified verbally or in writing regarding the use of restraint.
- On the day restraint is utilized, a good-faith effort must be made to verbally notify the parent regarding the use of restraint.
- Written notification of the use of restraint must be placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
- Written documentation regarding the use of restraint must be placed in the child's Special Education eligibility folder in a timely manner so the information is available to the Admissions, Review, and Dismissal (ARD) Committee when it considers the impact of the child's behavior on the child's learning and/or the creation or revision of a behavior intervention plan (BIP).
- Written notification to the parent and documentation to the child's Special Education eligibility folder must include the following:
    - Name of the child
    - Name of the staff member or staff members administering the restraint
    - Date of the restraint and the time the restraint began and ended
    - Location of the restraint
    - Nature of the restraint
    - A description of the activity in which the child was engaged immediately preceding the use of restraint
    - The behavior that prompted the restraint
    - The efforts made to de-escalate the situation and alternatives to restraint that were attempted
    - Information documenting parent contact and notification





SECTION VI:
GLOSSARY

ABUSE: Improper or excessive use.

ACCELERATED INSTRUCTION: An intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at his or her grade level and/or as a result of a student not meeting the passing standard on a state-mandated assessment.

ACT: One of the two most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

AGGRAVATED ASSAULT: An assault which causes serious bodily injury to another; or an assault during which the person uses or exhibits a deadly weapon.

AGGRAVATED ROBBERY: Defined in part by Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
1. Uses or exhibits a deadly weapon; or
2. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
    a. 65 years of age or older, or
    b. A disabled person.

ARD (Admissions, Review, and Dismissal): An ARD Committee serves to make decisions regarding the educational program of students who qualify for Special Education services. The eligible student's parents are part of the committee.

ARMOR-PIERCING AMMUNITION: Handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

ARSON: 1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage: a. any vegetation, fence, or structure on open-space land; or b. Any building, habitation, or vehicle: 1) Knowing that it is within the limits of an incorporated city or town, 2) Knowing that it is insured against damage or destruction, 3) Knowing that it is subject to a mortgage or other security interest, 4) Knowing that it is located on property belonging to another, 5) Knowing that it has located within it property belonging to another, or 6) When the person starting the fire is reckless bout whether the burning or explosion will endanger the life of some individual or the safety of the property of another; 2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or 3. A crime that involves intentionally starting a fire or causing an explosion and in so doing; a. Recklessly damages or destroys a building belonging to another, or b. Recklessly causes another person to suffer bodily injury or death.

ASSAULT: Intentionally, knowingly, or recklessly causing bodily injury to another; or intentionally, knowingly, or recklessly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive or provocative.

ATTENDANCE REVIEW COMMITTEE: This group is sometimes responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit ora final grade lost because of absences.

BEXAR COUNTY JUVENILE JUSTICE ACADEMY EDUCATION PROGRAM (BCJJAEP): An alternative school administered by the Bexar County Juvenile Justice Board that provides education services to students who are expelled.

BEHAVIOR IMPROVEMENT PROGRAM: An educational program offered by the District to meet the behavior needs of some eligible Special Education students.

BOARD POLICIES: Statements adopted by the SAISD Board of Education that govern the District. The policies are based on laws and other official authority, such as the U.S. and Texas Constitutions, federal statutes, the Texas Education Code, other state laws, etc. All Board policies are available on the SAISD webpage at www.saisd.net under the "Board of Trustees" tab.

BREACH OF COMPUTER SECURITY: Knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer

network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

BULLYING: Defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying (see below). This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

CHEMICAL-DISPENSING DEVICE: Defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category

CITATION ("TICKET"): Notice of disorderly conduct, tobacco use or other legal violation that may be issued by law enforcement personnel when a student engages in certain conduct; this is an action separate from any school disciplinary action.

CLT (Campus Leadership Team): Each campus has a team composed of employees, parents, and community members to advise the principal.

CLUB: Defined by Penal Code 46.01 as an instrument that is specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument and includes, but is not limited to, the following: blackjack; nightstick; mace; tomahawk.

CONTROLLED SUBSTANCE: means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

CRIMINAL MISCHIEF (VANDALISM): Without the effective consent of the owner, (a) intentionally or knowingly damaging or destroying the tangible property of the owner; (b) intentionally or knowingly tampering with the tangible property of the owner and causing financial loss or substantial inconvenience to the owner or a third person; or (c) intentionally or knowingly making markings, including inscriptions, slogans, drawings, or paintings, on the tangible property of the owner. (See also GRAFFITI)

CRIMINAL STREET GANG: Three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

CYBERBULLYING: Defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

DAEP (Disciplinary Alternative Education Program): A placement for students who have violated certain provisions of the Student Code of Conduct.

DANGEROUS DRUG: Defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

DATING VIOLENCE: When a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

DEADLY CONDUCT: When a person commits an offense by recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

DEFERRED ADJUDICATION: An alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

DEFERRED PROSECUTION: May be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

DELINQUENT CONDUCT: Conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM (DAEP): An educational program provided by the School District for students who have engaged in serious misconduct, such as assault, drug- or alcohol-related offenses, public lewdness, glue or paint abuses, and unruly, disruptive, or abusive classroom behavior. DAEPs are located off the regular campus so that students in DAEPs are separated from students in the regular program. The DAEP provides supervision and counseling and focuses on English language arts, mathematics, science, history, and self-discipline.

DISCRETIONARY: Something that is left to or regulated by a local decision-maker.

DISRUPTIVE BEHAVIOR: Any oral or physical behavior by a student that is deemed by a teacher or other school official to interfere with the delivery of classroom instruction or that infringes upon the peace and tranquility of the campus environment or a school-related activity.

DISTRICT LEADERSHIP TEAM (DLT): A District-level team composed of professional employees, parents, community members, and business representatives.

DUE PROCESS HEARING: A hearing provided any student who is recommended for expulsion at which time the student and parent/guardian can present evidence and testimony in the student's defense. The Hearing Officer makes the decision regarding expulsion based on the evidence presented at

the hearing. (See section V of this SAISD Student Code of Conduct for complete details of the due process hearing.)

EXPLOSIVE WEAPON: Defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

EXPULSION: An act of the District administration which prohibits a student from attending school for a period in excess of three school days. Expulsions can be for periods as long as a semester or a school year. In serious cases, an expulsion can be longer than one school year.

FALSE ALARM OR REPORT: Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that the person knows to be false or baseless and that would ordinarily cause action by an official or voluntary agency organized to deal with emergencies, place a person in fear of imminent serious bodily injury, or prevent or interrupt the occupation of a building, room, place of assembly, place to which the public has access, or automobile or other mode of transportation. If the offense involves, among other services and entities, a public school, the offense is a felony.

FELONY OFFENSE: An offense that is considered grave and that is designated as a felony by law or is punishable by death or confinement in a penitentiary; an offense more serious than a misdemeanor.

FELONY CRIMINAL MISCHIEF: Criminal mischief constitutes a felony if the property damage meets or exceeds $1,500. This offense may result in expulsion.

FERPA: Refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

FIREARM: Under federal law and offense code 90, includes:

- Any weapon (including a starter gun), which will or is designed to or which may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer;

Any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, rocket, missile, mine, or device similar to any of the preceding described devices. It also means any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has a barrel with a bore of more than one-half inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled. Under Texas law, "firearm" generally means any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily converted to that use. "Firearm" does not include antique or curio firearms or replicas of antique or curio firearms.

FIREARM SILENCER: Defined by Texas Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

GANG: An organization composed, in whole or in part, of students, which seeks to perpetuate itself by taking in additional members from the student population on the basis of the decision of the organization's membership as a whole, rather than on the free choice of the individual student.

GANG ACTIVITIES AND SECRET SOCIETIES: Students who participate in gang activities shall be subject to disciplinary action as outlined in the Student Code of Conduct. In addition, a person who coerces, solicits, or induces gang membership may be charged with a state jail felony or a third-degree felony in accordance with state law. The following activities may be considered to be gang-related:

1. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs, graffiti, or other affiliation in any gang;
2. Committing any act or omission or using any speech, either verbal or nonverbal (gestures, handshakes, etc.), showing membership or affiliation in a gang;
3. Using any speech or committing any act or omission in furtherance of interest in any gang or gang activity, including, but not limited to:
   i. Soliciting others for membership in any gang;
   ii. Requesting any person to pay for protection, or otherwise intimidating or threatening any person;
   iii. Inciting other students to act with physical violence upon any other person;
   iv. Engaging in conduct with others in intimidating, fighting, assaulting, or threatening to assault others;
   v. Committing any other illegal acts or other violations of District policies.

GANG-FREE ZONES: For purposes of the District, a gang-free zone includes a school bus and a location in, on, or within 1,000 feet of any District-owned or -leased property or campus playground.

GRAFFITI: The offense of graffiti may fall into two categories:

- A person commits an offense if with paint, a permanent (indelible) marker, or an etching or engraving device and without the effective consent of the owner the person intentionally or knowingly makes markings, including inscriptions, slogans, drawings, or paintings, on the tangible property of the owner. If the marking is made on a school (defined as private or public elementary or secondary school), and financial loss to real or tangible property is less than $20,000, the offense is a felony.
- Graffiti that is made with items other than paint or an indelible marker, or an etching or engraving device may be categorized as criminal mischief and may be punishable as a felony or misdemeanor, depending upon the extent of the damage and/or other application of the law. (See also CRIMINAL MISCHIEF, VANDALISM)

HARASSMENT: Threatening to cause harm or bodily injury to another person, including a District student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:

1. Imitating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
2. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
3. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
4. Sending repeated electronic communication in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

HAZING: Defined by Section 37.151 of the Education Code as any intentional, knowing, or reckless act directed against a student, whether on or off the campus, by one person alone or acting with others, directed against a student for the purpose of pledging, being initiated into, affiliating with, holding office in, or maintaining membership in any organization whose members are or include other students. The term includes, but is not limited to:

1. Any type of physical brutality, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body, or similar activity.
2. Any type of physical activity, such as sleep deprivation, exposure to the elements, and confinement in a small space, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or the safety of the student.
3. Any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or the safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, shame, or humiliation, or that adversely affects the mental health or dignity of the student or discourages the student from entering or remaining registered in a District school, or that may reasonably be expected to cause a student to leave the organization or the school rather than submit to acts described above.
5. Any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Texas Penal Code.

HIT LIST: Defined by Section 37.151 of the Education Code as a list of people targeted to be harmed, using a firearm, as defined by Section 46.01 (3), Penal Code; a knife, as defined by Sections 46.01 (7), Penal Code; or any other object to be used with intent to cause bodily harm.

HONORARY PRIVILEGES: Are privileges allowed or granted by the school or the District such as but not limited to participation in school-related activities and events such as prom, graduation ceremonies, senior trips, noninstructional field trips, etc.

IAP: Individual Accommodation Plan. An IAP is developed for each student who receives Section 504 services to meet the student's individual needs.

IEP: Individual Education Plan. An IEP is the written record of the individualized education program prepared by the ARD Committee for a student with disabilities who is eligible for Special Education services. The IEP contains several parts, such as a statement of the student's present educational performance; a statement of measurable annual goals, with short-term objectives; the Special Education and related services and supplemental aids and services to be provided, and program modifications or support by school personnel; a statement regarding how the student's progress will be measured and how the parents will be kept informed; accommodations for state for District-wide tests; etc.

IMPROVISED EXPLOSIVE DEVICE: Defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

INDECENT EXPOSURE: Defined by Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

INDELIBLE MARKER (used for graffiti): A device that makes a mark with a paint or ink product that is specifically formulated to be more difficult to erase, wash out, or remove than ordinary paint or ink products.

INHALANTS (ABUSABLE GLUE OR PAINT): Glue or paint that is (a) packaged in a container holding a pint or less by volume or less than two pounds by weight; and (b) labeled in accordance with the labeling requirements concerning precautions against inhalation established by the Federal Hazardous Substances Act (15 U.S.C. § 1261, et seq.) and under regulations adopted under that Act.

IN-SCHOOL SUSPENSION (ISS): An alternative placement on the regular school campus for students officially removed from the regular classroom for disciplinary reasons. The school administration may place a student in ISS for a temporary period in accordance with the Student Code of Conduct.

INTIMATE VISUAL MATERIAL: Defined by Texas Civil Practices and Remedies Code 98B.001 and Texas Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

JURISDICTION: The sphere of authority or control; the territorial range over which District authority extends.

KNIVES: Knives fall into three categories in relation to offenses in this Student Code of Conduct. Possessing, using, or exhibiting <u>any</u> knife is prohibited by the SAISD Student Code of Conduct. Knives can cause serious injury and possessing, using, or exhibiting most knives are considered Level III or IV offenses and can result in expulsion or DAEP placement. Also, as with other weapons, using any knife in a threatening manner can lead to other serious charges.

1. A LOCATION-RESTRICTED KNIFE – Level IV Offense (expulsion): Defined by the Penal Code 46.01 as a knife with a blade over 5½ inches.
2. A PROHIBITED WEAPON – Level IV Offense (expulsion): A dagger or similar knife is classified as a prohibited weapon. The length of the blade is not a factor in identifying these knives, since they are identified by their design and features.

   OTHER KNIVES: Possession of any other knife, with a blade length up to and including 5½ inches, is prohibited by the Student Code of Conduct. Lock-blade knives, if the blade is 5½ inches or less in length, are included in this category. The administrator determines the consequence based on the size of the knife and the student's actions regarding the knife (such as whether the student was possessing or was also displaying the knife.) These knives may be considered to be a violation of a Level III offense, resulting in DAEP placement, or Level II offense, generally resulting in suspension from school or other serious consequences.

KNUCKLES: Means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

LOOK-ALIKE WEAPON: Means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

MACHINE GUN: As defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

MANDATORY: Means that something is obligatory or required because of an authority.

MARTIAL ARTS OBJECTS: Various objects that may be used as weapons, such as shurikan (throwing stars), nunchakus ("nun-chucks"), tonfa (wooden weapon), staff, baton (short stick), and bolo (long cord with weights at each end). Many of these objects are within the definitions of illegal knives or prohibited weapons under the Penal Code, and their possession or use may constitute a Level III or IV offense.

MISDEMEANOR OFFENSE: An offense so designated by law or punishable by fine, by confinement in jail, or by both fine and confinement in jail; less serious than a felony.

NCLB ACT: The federal No Child Left Behind Act of 2001.

OBSCENE: "Obscene" as defined by Penal Code 42.07 means containing a patently offensive description of or a solicitation to commit an ultimate sex act, including sexual intercourse, masturbation, cunnilingus, fellatio, or anilingus, or a description of an excretory function.

ONLINE HARASSMENT: Person commits an offense if the person uses the name or persona of another person to create a web page on or to post one or more messages on a commercial networking site without obtaining the other person's consent AND with the intent to harm, defraud, intimidate, or threaten any person.

PARAPHERNALIA: Any device that can be used to inhale, ingest, inject, or otherwise introduce a controlled substance into a human body.

PARENT: Throughout this document, the term "parent" refers to a parent, guardian, or other person having lawful control under court order.

PGP (Personal Graduation Plan): Recommended for all students entering grade 9 and is required by state law for any student in middle school or higher who fails a section on a state-mandated test or is identified by the District as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

POSSESSION: The actual care, custody, control, or management of an object. Possession does not require that the person have the object being possessed on his/her person; having an object in one's locker, book bag, telecommunication or electronic device, vehicle, or other area where one exercises care, custody, control, or management is possession. For administrative purposes, any student who accepts possession of an illegal or prohibited item and who does not submit it immediately to a school official shall be considered to be in possession of the item and shall be subject to appropriate disciplinary action.

PRIVILEGE: Permission or authorization to participate and/or hold membership in school-related or extracurricular activities, including, but not limited to, the following: honor and scholarship clubs/societies and activities, or other school-related clubs/societies and activities; school assemblies, graduation exercises, school dances, junior-senior proms, class or group trips (other than instructional field trips which are part of the curriculum); theater organizations, plays, presentations/performances, and talent shows; student body government, class organizations, and other similar activities and organizations; and participation in field days, carnivals, or other school-related celebrations.

PROHIBITED WEAPON: Under Texas Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
   a. An explosive weapon;
   b. A machine gun;
   c. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical-dispensing device;
4. A zip gun;
5. A tire deflation device;
6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

PROHIBITION: A rule, law, order, or decree that forbids something.

PUBLIC SCHOOL FRATERNITY, SORORITY, SECRET SOCIETY, OR GANG: An organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

PUBLIC LEWDNESS: Defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviant sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

REASONABLE BELIEF: That which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent of designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

REASONABLE SUSPICION: An awareness of facts about a particular student or students that reasonably suggests a violation of the Student Code of Conduct or other school policies or rules.

RETALIATION: Intentionally or knowingly harming or threatening another by an unlawful act in retaliation for or on account of the service of that person as a public servant (e.g., teacher), witness, informant, or one who has reported the occurrence of a crime.

SAT: One of the two most frequently used college or university admissions exams: the Scholastic Aptitude Test. The test may be a requirement for admissions to certain colleges or universities.

SCHOOL DAYS: Days the schools are in session according to the official District calendar adopted by the Board of Education.

SECTION 504: The federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for Special Education services under the Individuals with Disabilities Education Act, general education with appropriate instructional accommodations will be provided.

SELF-DEFENSE: The use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

SERIOUS MISBEHAVIOR: (1) Deliberate violent behavior that poses a direct threat to the health or safety of others; (2) extortion, meaning the gaining of money or other property by force or threat; (3) conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or (4) conduct that constitutes the offense of: (a) public lewdness under Penal Code 21.07, (b) indecent exposure under Penal Code 21.08, (c) criminal mischief under Penal Code 28.03, (d) hazing under Education Code 37.152, or (e) harassment under Penal Code 42.07(a)(1) of a student or District employee.

SERIOUS OR PERSISTENT MISBEHAVIOR: Includes but is not limited to: (1) behavior that is grounds for permissible expulsion or mandatory DAEP placement; (2) behavior identified by the District as grounds for discretionary DAEP placement; (3) actions or demonstrations that substantially disrupt or materially interfere with school activities; (4) refusal to attempt or complete schoolwork as assigned; (5) insubordination; (6) profanity, vulgar language, or obscene gestures; (7) leaving school grounds without permission; (8) falsification of records, passes, or other school-related documents; and (9) refusal to accept discipline assigned by the teacher or principal. Please see the Level III Offenses section for the definition of "persistent misbehavior," which is different than "serious or persistent misbehavior."

SEXTING: Sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.

SEXUAL HARASSMENT: Unwanted or unwelcome verbal or physical conduct of a sexual nature directed toward another person, whether by word, gesture, or any other sexual conduct, including request for sexual favors. (Note: Some conduct of this nature may be so offensive that it also may be classified as a felony or other illegal offense and may therefore result in DAEP placement or expulsion.)

SHAC (School Health Advisory Council): A group of at least five members, a majority of whom must be parents, appointed by the school board to assist the District in ensuring that local community values and health issues are reflected in the District's health education instruction, along with providing assistance with other students and employee wellness issues.

SHORT-BARREL FIREARM: Defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

STATE-MANDATED ASSESSMENTS: Required of students at certain grade levels and in specified subjects. Successful performance sometimes is a condition of promotion, and passing the exit-level TAKS or STAAR EOC assessment, as applicable, is a condition of graduation. Students have multiple opportunities to take the tests if necessary for promotion or graduation.

SWITCHBLADE: Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or centrifugal force. The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

SUSPENSION (Out of School): An act of the school administration taken as a disciplinary action which prohibits

a student from attending school for one, two or three school days. The student is not allowed on the home campus or any other school campus or at any school-related activity during the period of suspension. If the student violates this prohibition, the student can be charged with illegal trespass, a Class C misdemeanor.

TELPAS: Texas English Language Proficiency Assessment System, which assesses the progress that English language learners make in learning the English language, and is administered for those who meet the participation requirements in kindergarten through grade 12.

TERRORISTIC THREAT: Defined by Penal Code 22.07 as a threat to commit any offense involving violence to any person or property with intent to: (1) cause a reaction of any type by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, etc.; or (4) cause impairment or interruption of public communication, transportation, power supply, water, gas, or public service.

THREATS: A bomb threat and other threats may be classified as a "false alarm or report," which is a felony offense (see FALSE ALARM OR REPORT). Some threats are classified as "terroristic threats" (see TERRORISTIC THREAT). School personnel shall take all threats seriously, whether toward a person or a group or a school and take disciplinary action. In most cases, threats constitute Level III offenses and can result in DAEP placement.

TIRE DEFLATION DEVICE: Defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

TITLE 5 FELONY OFFENSES: Title 5 of the Penal Code identifies "offenses against the person" which include, but are not limited to, such serious crimes as murder, capital murder, manslaughter, criminally negligent homicide, aggravated kidnapping, indecency with a child, sexual assault, aggravated assault, aggravated sexual assault, injury to a child, elderly individual or disabled individual, and abandoning or endangering a child. For a complete listing and explanation, see Texas Penal Code.

TRESPASSING: A person entering or remaining on property or in a building without effective consent and the person had notice that the entry was forbidden or received oral or written notice to depart but failed to do so.

TRUANCY: Failure of a student to attend school or class when the student's absence has not been excused by the District.

TxVSN: The Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors, and courses are equivalent in rigor and scope to a course taught in a traditional classroom setting.

UIL: Refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

UNDER THE INFLUENCE: Lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

VANDALISM: Destruction or damage to property. Parents or guardians of students guilty of damaging school property shall be liable for damages in accordance with law, and may be subject to criminal penalties. (See also CRIMINAL MISCHIEF, GRAFFITI)

VOLATILE CHEMICALS: Harmful chemicals such as chloroform, acetone, ketone, methanol, toluene, etc. (See Texas Health and Safety Code Section 484.)

WEAPON: Any device, such as a gun, club, or knife, which can be used to inflict bodily harm upon a person.

ZIP GUN: Defined by Texas Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



SECTION VII:
CAMPUS BEHAVIOR COORDINATORS

As required by law, TEC 37.0012, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The District shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.SAISD.net. San Antonio Independent School District Board policy delegates to the principal or designee the authority to administer discipline at the campus level, and delegates the authority to remove students to a District Alternative Education Program (DAEP) or expulsion to the Juvenile Alternative Education Program (JJAEP). The campus behavior coordinator has the discretion to apply school-based discipline for specific violations or refer the matter to the District Disciplinary Hearing Office for review.

Campus	Behavior Coordinator	Email Address	Phone Number
ALA PK-3	Kathy Bieser	Ebieser1@saisd.net	210-738-9760
ALA 4-12	Fabiola Rivera	frivera1@saisd.net	210-738-9763
Brackenridge High School	Julissa Fisher	jsantellanes@saisd.net	210-228-1200
Burbank High School	Ausberto Silva	asilva5@saisd.net	210-228-1210
CAST Med High School	Gustavo Cordova	gcordova@saisd.net	210-228-3380
CAST Tech High School	Jacob Barber	jbarber1@saisd.net	210-554-2700
Edison High School	Charles Fears	cfears1@saisd.net	210-738-9720
Fox Tech High School	Veronica Valdovinos	Vvaldovinos1@saisd.net	210-738-9730
Highlands High School	Luis Morales	lmorales5@saisd.net	210-438-6800
Houston High School	Marlon Davis	mdavis4@saisd.net	210-978-7900
Jefferson High School	Gema Palos	Gpalos1@saisd.net	210-438-6570
Lanier High School	Amy Hardeman	Ahardeman1@saisd.net	210-978-7910
Phoenix Middle College	Timothy Sumner	Tsumner1@saisd.net	210-486-7132
St. Philips ECH	Gregory Hiett	ghiett1@saisd.net	210-486-2406
Travis ECH	Michelle Garza	MGARZA13@saisd.net	210-738-9830
YWLA 6-12	Sarah Moran	Smoran2@saisd.net	210-438-6525
YMLA 4-12	Daniel Luna	dluna1@saisd.net	210-354-9652
Davis Middle School	Chantel Turner	Cturner2@saisd.net	210-978-7920
Hot Wells Middle School	Jaime Rangel	Jrangel2@saisd.net	210-438-6585
Harris Middle School	Garland Whetzler	Gwhetzler1@saisd.net	210-228-1220
Longfellow Middle School	Nancy B Rodriguez	Nrodriguez2@saisd.net	210-438-6520
Lowell Middle School	Rachel Cantu	rcantu2@saisd.net	210-228-1225
Poe Middle School	Yvonne S Jordan	Yjordan1@saisd.net	210-228-1235
Poe STEM DL Middle School	Yvonne S Jordan	Yjordan1@saisd.net	210-228-1235
Rhodes Middle School	Mariano Escobedo	mescobedo4@saisd.net	210-978-7925
Rogers Middle School	Jesus Solis	Jsolis5@saisd.net	210-438-6840
Tafolla Middle School	Christa Maldonado	Cmaldonado3@saisd.net	210-978-7930
Whittier Middle School	Dwight McKnight	Dmcknight1@saisd.net	210-738-9755

Campus	Behavior Coordinator	Email Address	Phone Number
Arnold Elementary	Rebeca Munoz	Rmunoz1@saisd.net	210-438-6530
Ball Elem. School	Dona Casso	Dcasso1@saisd.net	210-438-6845
Barkley/Ruiz Elementary	Emily Juarez	Ejuarez1@saisd.net	210-978-7940
Baskin Elementary	Marissa Fain	mfain@saisd.net	210-438-6535
Briscoe Elementary	Pedro Coronado	Pcoronado1@saisd.net	210-228-3305
Cameron Elementary	Jennifer Rodriguez	Jrodriguez22@saiasd.net	210-978-7960
Carvajal Elementary	Elisa Zavala	Ezavala1@saisd.net	210-978-7970
Collins Garden Elementary	Cynthia Polanco	cpolanco1@saisd.net	210-228-3310
De Zavala Elementary	Diana Martinez	Dimartinez@saisd.net	210-978-7975
Douglass Elementary	Stephanie Ratliff	Sratliff1@saisd.net	210-228-3315
Forbes Elementary	Michelle Felix	MFELIX2@saisd.net	210-438-6850
Foster Elementary	Danny Reyes	Dreyes@saisd.net	210-438-6855
Franklin Elementary	Danette Almaraz	DALMARAZ2@saisd.net	210-738-9790
Gates Elementary	Kimberly Barg	kbarg@saisd.net	210-978-7980
Graebner Elementary	Veronica Rodriguez	Vrodriguez5@saisd.net	210-228-3320
Green Elementary	Jannara Johnson	Jjohnson2@saisd.net	210-228-3325
Herff Elementary	Raymond Macias	Rmacias1@saisd.net	210-228-3330
Highland Hills Elementary	Elsie Garcia	egarcia6@saisd.net	210-438-6860
Highland Park Elementary	Laura Romero	Lromero1@saisd.net	210-228-3335
Hillcrest Elementary	Santa Lopez	Slopez3@saisd.net	210-228-3340
Hirsch Elementary	Ramon Macias	Rmacias1@saisd.net	210-978-7985
Huppertz Elementary	Arlene Escamilla	Aescamilla6@saisd.net	210-438-6580
JT Brackenridge Elementary	Cynthia Swanson	CSWANSON1@saisd.net	210-978-7950
Kelly Elementary	Jessica Ramirez	Jramirez4@saisd.net	210-228-3350
King Elementary	Brittany Ballantyne	bmartinez12@saisd.net	210-978-7990
Lamar Elementary	Miguel Fonseca	Mfonseca1@saisd.net	210-738-9800
Madison Elementary	Krista Kite	Kkite1@saisd.net	210-438-6545
Margil Elementary	Andrea Castaneda	acastenda@saisd.net	210-738-9805
Maverick Elementary	MariCarmen Aguilera	Maguilera1@saisd.net	210-438-6550
Miller Elementary	Stephanie Jones	Sjones8@saisd.net	210-978-7995
Neal Elementary	Robert Alfaro	Ralfaro2@saiasd.net	210-738-9810
Ogden Elementary	Stephanie Magallanez	Smagallanez1@saisd.net	210-738-9815
Pershing Elementary	David Velasquez	DVELASQUEZ1@saisd.net	210-738-9820
Riverside Park Elementary	Nicole Washington	nwashington1@saisd.net	210-228-3355
Rodriguez Montessori	Anthony Rodriguez	Arodriguez3@saisd.net	210-438-6873
Schenck Elementary	Emma Saldana	Esaldana2@saisd.net	210-438-6865
Smith Elementary	Cynthia Lopez	Clopez19@saisd.net	210-228-3360
Steele Montessori	Natasha Dennis	Ndennis1@saisd.net	210-438-6870
Storm Elementary	Irma Mares	IMARES1@saisd.net	210-978-8005
Washington Elementary	Herbert Cottrell	HCOTTRELL1@saisd.net	210-738-9840
Wilson Elementary	Yvette Cantu	YCantu2@saisd.net	210-738-9845
Woodlawn Hills Elementary	Amanda Valdez	Avaldez@saisd.net	210-438-6565

Campus	Behavior Coordinator	Email Address	Phone Number
YWLA Page Elem. K-3	Jennifer Elwood	Jelwood1@saisd.net	210-554-2710
Beacon Hill Academy	Felisma Martinez	Fmartinez2@saisd.net	210-738-9765
Bonham Academy	Blanca Gebhart	Bgebhart@saisd.net	210-228-3300
Bowden Academy	Laura Halvorson	Lhalvorson1@saisd.net	210-738-9770
Cotton Academy	Charles Logan	Clogan1@saisd.net	210-738-9780
Crockett Academy	Sandra Jasso	sjasso@saisd.net	210-738-9785
Fenwick Academy	Kristina Smith	Kjohnson2@saisd.net	210-438-6540
Hawthorne Academy	Heather Kane	Hkane1@saisd.net	210-738-9795
Irving DL Academy	Christopher Herrera	Cherrera3@saisd.net	210-738-9740
Japhet Academy	Lisa Ortiz	Lortiz@saisd.net	210-228-3345
M. L. King Academy	Cynthia Trejo	Ctrejo2@saisd.net	210-978-7935
Mission Academy	Adan Martinez	Amartinez41@saisd.net	210-438-6880
Stewart Academy	Summer Ahmed	tpcsahmed@saisd.net	210-438-6875
Twain DL Academy	Elena Aldaz	Ealdaz1@saisd.net	210-738-9745
W. Rogers Academy	Jesus Solis	Jsolis5@saisd.net	210-738-9825
Woodlawn Academy	Maria Avila	Mavila@saisd.net	210-438-6560
Carroll ECC	Emily Pena	Epena5@saisd.net	210-978-7965
Gonzales ECC	Lisa Frost-Heal	Lfrost1@saisd.net	210-438-6830
Knox ECC	Tabitha Palencia	Tpalencia1@saisd.net	210-228-3365
Nelson ECC	Marisa Mendez	Mmendez5@saisd.net	210-438-6555
Tynan ECC	Gregorio Velazquez	gvelazquez@saisd.net	210-738-9835
Cooper Navarro	Timothy Sumner	Tsumner1@saisd.net	210-438-6810
Estrada DAEP	George Brooks	Gbrooks1@saisd.net	210-438-6820
JT Brackenridge DAEP	Cynthia Swanson	Cswanson1@saisd.net	210-978-7950
Santa Rosa	Michael Jordan	mjordan@saisd.net	210-335-7865
Juvenile Detention	Michael Jordan	mjordan@saisd.net	210-335-7865
Healy Murphy LC	Michael Jordan	mjordan@saisd.net	210-335-7865
Healy Murphy PK	Michael Jordan	mjordan@saisd.net	210-335-7865
JJAEP	Michael Jordan	mjordan@saisd.net	210-335-7865



SCHOOL BOARD

Christina Martinez, *President*
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Arthur V. Valdez, *Secretary*
Ed Garza, *Trustee*
Leticia Ozuna, *Trustee*
Stephanie Torres, *Trustee*
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SUPERINTENDENT

Dr. Jaime Aquino

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Optional Flexible School Day Program**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Colleen Bohrmann, Senior Executive Director of Learning, Compliance, and Support Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve an Optional Flexible School Day Program for Cooper Academy at Navarro.

Cooper Academy at Navarro is applying for the Option Flexible School Day Program (OFSDP) in order to meet the needs of the students as a drop out recovery model. The OFSDP allows students to attend school at their convenience while meeting course time requirements, including evenings and weekends. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of each career and technology and special education course. Students participating have their in and out time recorded for each course they take. As a drop out recovery model, Cooper Academy at Navarro serves high school students from throughout the District in order to provide a program to support effective, sustainable, and coordinated dropout prevention.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the Optional Flexible School Day Program (OFSDP) for Cooper Academy at Navarro for the 2023-2024 school year. In accordance with the Texas Education Code (TEC), §29.0821, a school district may modify its instructional calendar to provide a flexible year program to meet the educational needs of its students, including providing intensive instructional services.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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.

Texas Education Agency

APPLICATION

Updated April 2022

Optional Flexible School Day Program (OFSDP)

2023-2024 **School Year**

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

San Antonio Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

514 W Quincy St, San Antonio TX, 78212

(Physical Address)

hereinafter referred to as "district."

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

[☒] Appendix One, Assurances

[☒] Appendix Two, Board Approval

[☒] Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)

[☒] Appendix Four, Contact Sheet

[☒] Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Jaime Aquino

Typed Title Superintendent

Authorized Signature

Appendix One
Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student is attending a campus implementing an approved innovative campus plan; or
   - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
   - the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
   - by the student, if the student is over 18 years of age; or
   - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;

2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;

3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;

4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;

5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);

6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;

7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

8. to comply with all reporting requirements established by the TEA;

9. not to discriminate based on disability, race, color, national origin, religion, or sex; and

10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Mrs. Christina Martinez, School Board President (210) 554-2289

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Dr. Jaime Aquino, Superintendent (210) 554-2280

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Mrs. Christina Martinez, School Board President (210) 554-2289

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President Date

Dr. Jaime Aquino, Superintendent (210) 554-2280

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Three
Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.

2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.

3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.

5. Indicate the estimated number of OFSDP students that will be served per teacher.

6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:

    a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
    b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
    c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
    d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
    e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
    f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:

    a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
    b. Describe the individual learning plan or process used to monitor each student's progress.
    c. Indicate how students will be served by an academic coach and local advocate.
    d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
    e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four
Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contact(s) for the Application

District/Charter School Superintendent:	Dr. Jaime Aquino
Mailing Address:	514 W Quincy St
City, State, Zip Code:	San Antonio, TX 78212
Telephone Number:	(210) 554-2280
Email Address:	Superintendent@saisd.net

District PEIMS Coordinator:	Josh Johannessen
Email Address:	JJohannessen1@saisd.net

OFSDP Contact Name:	Colleen Bohrmann
Email Address:	CBohrmann1@saisd.net

OFSDP Contact Name:	Ruperto Becerra
Email Address:	RBecerra1@saisd.net

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the **OFSDP webpage** under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. **The application (in PDF file format)**
2. **Appendix Three (in PDF file format)**
3. **Appendix Five (in MS Excel file format)**

***All file names should include the district/charter school's name**

Cooper Academy at Navarro
OFSDP Appendix 3

1. **Describe the program goals and objectives.**
    a. Cooper Academy's goal is to assist students out of COHORT with credit attainment and credit retrieval. Students will receive wrap around services from academic counselor, social worker and family & community engagement (FACE) specialist.
2. **Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.**
    a. Monday – Friday, 8:30 am – 3:30 pm
    b. Tuesday, Wednesday, and Thursday, 3:31 pm – 8:00 pm
    c. Saturday, 9:00 am – 1:00 pm
3. **Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.**
    a. Principal, Assistant Principals (2), Teachers (15), Monday and Friday, 8:00 am – 4:30 pm, Tuesday – Thursday, 8:00 am – 8:00 pm
    b. Counselor, Campus Testing Coordinator, Social Worker, Nurse, Special Education Clerk, Special Education Teacher Assistant, Counseling Clerk, Instructional Assistant, Registrar, Secretary, Attendance Clerk, Monday – Friday, 8:00 pm – 4:30 pm
    c. FACE, Monday & Wednesday, 7:30 am – 4:00 pm
    d. College Bound Advisor, and Financial Aid Advisor, Monday – Friday, 9:00 am – 1:00 pm
4. **Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.**
    a. Students are referred by their home campus via a google form. The home campus must identify any special programs the students are served in and the appropriate administrator will ensure the campus is able to meet the student's needs.
    b. The Cooper Academy administration will contact the home campus of the decision to accept or deny the students enrollment status.
    c. The Cooper Academy administration will contact the student's home school and they will notify the parent and student if they are eligible to enroll at Cooper Academy. Cooper Academy Registrar with have parent and student sign the OFSDP Acknowledgement Letter for participation. Once signed, student can be enrolled and meet with the campus counselor.
5. **Indicate the estimated number of OFSDP students that will be served per teacher.**
    a. All OFSDP classrooms provide one instructor per 28 students. All OFSDP teachers service between 15 and 45 students throughout the day. Teachers that serve more than 25 students will have a 4-hour morning roster and a 4-hour afternoon roster. OFSD teachers that work during the evening classes on Tuesday, Wednesday and Thursday will have between 10 and 15 OFSDP students on the evening roster.
6. **If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.**
    a. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of each career and technology. Students participating in career and technology (CTE) courses have their time in and out recorded for non-CTE courses

when they transition to and from their CTE courses. Upon attending their daily CTE course the students have their time in and out recorded on separate OFSDP attendance logs. Their CTE teacher is required to monitor the process throughout the day and review for accuracy prior to daily submission to the attendance clerk. The attendance clerk is required to submit a separate CTE OFSDP attendance submission and generate separate CTE OFSDP reports for review, approval and submission on a weekly and 6-week cycle basis. The current CTE teacher holds the following CTE certification and CTE approval date:

a. Career and Technology Classroom Teacher Certification Business and Finance Grades (6-12)

b. Career and Technology Classroom Teacher Certification Technology Applications Grades (6-12)

b. Cooper Academy at Navarro has a modified block schedule to account for the time requirements of the special education program. Students participating in the special education program have their time recorded in and out for their courses when they transition to and from the classrooms. Students participating in the special education program are not pulled from their regular classroom, they are completely mainstreamed and receive services through itinerant support within the general education setting.

c. Students receiving pregnancy related services, while on homebound, are removed from the OFSDP attendance accounting process.

7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:

a. How the classroom teacher will verify the number of instructional minutes a student receives each day. The attendance clerk delivers the OFSD attendance rosters to all homeroom teachers each morning. These OFSD attendance rosters are generated and printed from the software BI Platform (Crystal Reports). The BI Platform generates these reports based on students actively enrolled and scheduled to classes in our Frontline SIS (student information system). Teachers will keep track of the student entry and leave time (minutes) into each individual class during the day. At the end of each day the homeroom teacher submits the certified OFSD rosters, with a teacher signature, to the campus attendance clerk. The attendance clerk inputs the student's arrival time and departure time from each class into Frontline (student information system). This data is stored in Frontline tables by each individual student recording the date, teacher, time entering a class and time leaving a class.

b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding. All student entry and leave times will be entered into Frontline by the attendance clerk for each individual class based on the certified (with the teacher's signature) daily rosters. The Frontline system has been programed to sum up the minutes earn each day and only report the sum of minutes for funding if the sum is 45 minutes or greater and will only count a maximum of up to 600 minutes in one day. The calculations of minutes for each 6 weeks is verified by separate query and calculation during our summer PEIMS submission to confirm the system is calculating the minutes accurately. Campus administration and attendance clerk review OFSD weekly and cycle reports to ensure accuracy of data submitted.

c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSD (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days – Traditional Days Present x 240). Cooper Academy at Navarro follows an accelerated block

schedule, students will only be enrolled in a course for one semester. Cooper Academy at Navarro operates for 5 accelerated periods each school day at 74 minutes per period. The maximum time students can be enrolled in one course is less than the 10,800-minute maximum.

d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes. Students attending Cooper Academy at Navarro must be withdrawn form their sending campus before being enrolled at Cooper Academy at Navarro. Students' enrollment dates will be verified by the Campus Administration to ensure that students are not enrolled in a ADA campus and an OFSD on the same day.
e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook. Our OFSD program is not completely paperless. As described in 3a above, teacher will keep track of the students' time in and out of class on paper rosters throughout the day. The paper rosters and any attendance entry/correction will be maintained by day and retained in accordance with the Texas State Library and Archives Commission.
f. How Student Detail Audit reports for the OFSDP track will reviewed and certified each six-week attendance reporting period. Campus records will be audited by teachers and verified by the campus principal each 6 weeks to ensure the campus is complying with SAAH 11.6.

8. **If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class audit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.**
    a. During our summer PEIMS submission, students that participate in both the traditional and OFSD programs will be checked to ensure the students are not being reported with over the 1 full ADA of 180 days. Traditional students that participate in the summer program have their time in and out recorded on a separate log, which is not used for OFSDP attendance submission. During the summer program, non-traditional students that participate in the OFSD program during the school year will participate in the OFSDP attendance submission process. Students will not receive more than 10,800 minutes per course and will not be simultaneously enrolled in the OFSDP and traditional programs. The SAISD PEIMS Department will review all of the minutes reported for students in the summer program through the extended PEIMS submission to ensure no one is reported with excess minutes.

Optional Flexible School Day Program (OFSDP) - Appendix 5

015907 SAN ANTONIO ISD School Year 2023-2024

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4

Eligibility Designation
1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College High School
4 = TEC §39A.107 Campus Turnaround Plan
5 = Credit Recovery**
6 = TEC §29.081(e-1) Campus Dropout Recovery
7 = TEC §29.081(e-2) Online Dropout Recovery

School Year Period of Agreement
Reported in TSDS PEIMS Summer Collection 3

Program start date must be 30 days after application submission.

Program end date must not exceed the last day of the regular school calendar.

Summer Period of Agreement
Reported in TSDS PEIMS Extended Collection 4

**Credit Recovery - Designation 5

Summer period of agreement should not exceed 30 days or extend past July 31st.

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day
015907024	COOPER ACADEMY AT NAVARRO	**1**	**2**			**5**			**300**	8/15/2023	5/30/2024	MTWTHFS	600	6/3/2024	7/3/2024	MTWTHFS	600
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Optional Flexible School Day Program (OFSDP) - Appendix 5

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Optional Flexible School Day Program (OFSDP) - Appendix 5

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Renewal of the District Service Agreement Between SAISD and City Year San Antonio for the 2023 - 2024 School Year**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Kendra Doyle, Senior Executive Director for Curriculum, Instruction, & Assessment

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Renewal of the District service agreement between SAISD and City Year San Antonio for the 2023 – 2024 school year.

City Year San Antonio will continue to implement its Whole School Whole Child (WSWC) model, which leverages the unique assets of its AmeriCorp members to deliver research-based whole school supports and student interventions targeting attendance, social-emotional learning, and academic support in literacy and mathematics. The goal of WSWC targeted services is to enhance students' achievement by supporting quality, data-informed instruction and contributing to a culture of empowerment, achievement, and citizenship.

The District will continue to monitor this partnership through the use of a developed instrument created to measure the progress and effectiveness of the program. In addition, all data sharing agreements will be reviewed and revised annually to coincide with the approval of the memorandum of understanding.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the renewal of the District Service Agreement between SAISD and City Year San Antonio for the 2023 – 2024 school year as presented. Please note that after the Board approves the item as presented, final implementation will be contingent upon the Texas Education Agency's (TEA) approval of the SAISD request for noncompetitive procurement approval.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Title I Fund 211, approximately $748,611.25

211-32-6299-10-006-30-0-XX (Program Year 2024)	$149,722.25
211-32-6299-10-008-30-0-XX (Program Year 2024)	$149,722.25
211-32-6299-10-043-30-0-XX (Program Year 2024)	$149,722.25
211-32-6299-10-149-30-0-XX (Program Year 2024)	$149,722.25
211-32-6299-10-241-30-0-XX (Program Year 2024)	$149,722.25

IV. 2023 - 2024 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.

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Curriculum, Instruction, & Assessment
Board Meeting Date:	July 17, 2022
Agenda Title:	Approval of the Renewal of the District Service Agreement Between SAISD and City Year San Antonio for the 2023 – 2024 School Year
Presenter:	Kendra Doyle, Senior Executive Director for Curriculum, Instruction, and Assessment
Cost and Funding Source:	Title I Fund 211, $748,611.25
If no cost to the District, what is the approximate value of goods/services being provided?	
This MOU addresses the following:	☒Academics ☒Attendance ☒Behavior ☒Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
3,820	N/A	5	$195.97	N/A	$149,722.25

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 City Year San Antonio has partnered with SAISD for over 25 years, beginning in 1997 with Carvajal Elementary School. During the 2021 – 2022 school year, 98 AmeriCorps members served approximately 7,000 SAISD students, providing over 100,000 hours of classroom and after school support on 9 campuses. Per the results of the City Year partner survey, 100% of principals agree that their school has a strong partnership with City Year. 93% of partner teachers are satisfied with the quality of service and the impact their partner

	AmeriCorps member have on students. In the 2022 – 2023 school year, 40 AmeriCorps members to served on 8 SAISD campuses, and again, the partner surveys yielded positive results for the services provided. In the 2023 – 2024 school year, City Year anticipates recruiting approximately 30 AmeriCorps members to serve on 5 SAISD campuses. Each campus will receive at least 5 full time corps members for the year.

DISTRICT SERVICE AGREEMENT
By and Between
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
And CITY YEAR, INC.
2023-2024

RECITALS

THIS DISTRICT SERVICE AGREEMENT is made as of this July 1, 2023, by and between San Antonio Independent School District (hereinafter, the "District") with an address of 514 W. Quincy Ave., San Antonio, TX 78212, and City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

A. **WHEREAS,** the District, is a local education agency located in San Antonio, TX.

B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.

C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation's largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation's systemically under-resourced schools.

D. **WHEREAS**, City Year is committed to supporting the District's goal to improve the academic achievement and social-emotional development of its pupils. City Year's Whole School Whole Child™ ("WSWC") model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.

E. **WHEREAS**, City Year's services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.

F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students' classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports that can be delivered both in-person and through virtual learning.

G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in schools, support the District acceleration and transformation efforts and attract new federal and private resources to the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Term of Agreement**. The term of this Agreement shall commence on July 1, 2023 and conclude on June 30, 2024 (the "Term").

2. **Scope of Services.**
   a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, WSWC services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2023. A copy of the Statement of Partnership for each school will be available upon request.
   b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
   c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from AmeriCorps (see Section 10 Termination herein).
3. **Payment Obligations**. In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of $$748,611.25, allocated as outlined in the Deployment Plan table below:

School	Allocation of Payment
Margil Elementary School	$149,722.25
Lanier High School	$149,722.25
Sam Houston High School	$149,722.25
Ester Perez Carvajal Elementary School	$149,722.25
Davis Middle School	$149,722.25
Aggregate Payment	**748,611.25**

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below:

a) $187,152.82- September 1, 2023
b) $187,152.81 - December 1, 2023
c) $187,152.81 - March 1, 2024
d) $187,152.81 - June 1, 2024

City Year will submit invoices via email to the following contact:
Kendra Doyle, Executive Director, Curriculum, Instruction and Assessment
210.554.2528
kdoyle1@saisd.net
514 W. Quincy Street, San Antonio, Texas 78212

4. **Mutual Planning Efforts**. The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the

District's strategic priorities.

5. **Non-Solicitation.** Unless prohibited by applicable law, the District and City Year agree that, for the duration of this agreement, neither party shall solicit any AmeriCorps member to depart from City Year during the AmeriCorps member's term(s) of service in pursuit of another job opportunity, unless agreed upon in writing.

6. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.

7. **Performance Assessment and Data Sharing**. The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to [use best efforts to deliver to City Year on or before September, 30, 2023__,][deliver to City Year simultaneously with the delivery of this Agreement,] an agreement substantially in the form of Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

8. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

   a. risks associated with extended learning in out-of-home settings, including the After School Program,
   b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program,
   c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program,
   d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
   e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

   The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services. The District shall also ensure that a representative from any school with an After School Program is designated to be on site at the school during the After School Program or will be quickly accessible during the After School Program hours in case of emergency.

9. **Corporate Support**: As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b) sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

10. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

    Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

    For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:
    a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
    b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
    c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
    d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
    e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
    f. acts or threats of terrorism.

    If as a result of an Event of Force Majeure a school serviced under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of termination in accordance with Section 10.

11. **Termination**. This Agreement shall terminate upon any one of the following events:
    a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
    b. Notice delivered in accordance with Section 9;
    c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
    d. City Year does not receive adequate funding commitment from AmeriCorps to support the level of service set forth in Section 2 of this Agreement; or

e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

In the event of termination under this Section 10, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

12. **Hold Harmless and Mutual Indemnity**. City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.

13. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. Additionally, a Federal Bureau of Investigation (FBI) check or a national level search will be run. The FBI report is adjudicated by an external vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.

14. **Compliance with Applicable Law**. Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of Texas.

15. **Insurance**. City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than $1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.

16. **Independent Contractor**. The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

17. **Expenses**: The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.

18. **No Assignment**. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.

19. **No Third-Party Beneficiary**. This is not a third-party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

20. **Severability**. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.

21. **Headings**. Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

22. **Counterparts Permitted**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

23. **No Waiver**. A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.

24. **Choice of Law and Venue**. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of Texas.

25. Notice. Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a "Notice") shall be in writing and shall be delivered to the address of the party as set forth below:

If to: City Year, Inc.
118 N Medina St., 3rd Floor
San Antonio, TX, 78207
Attention: Jasmine Glasper, Managing Director of Impact
jglasper@cityyear.org

With a copy to:

City Year, Inc.
287 Columbus Avenue
Boston, MA 02116
Attention: Jessica Greenfield, Chief Financial and Administrative Officer
JGreenfield@cityyear.org

If to: San Antonio Independent School District
of 514 W. Quincy Ave.
San Antonio, TX 78212
Attention: Kendra Doyle, Senior Executive Director, Curriculum, Instruction, & Assessment
kdoyle1@saisd.net

26. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

[Signatures to Follow]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICTRE

_____ _____

By: Dr. Jaime Aquino Date
Its: Superintendent of Schools

CITY YEAR, INC.

_____ _____

By: Jessica Greenfield Date
Its: Chief Financial and Administrative Officer

Appendix A - Executive Summary - Statement of Partnership
City Year and School – 2023 through 2024__

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the **[IDENTIFY DISTRICT SERVICE AGREEMENT]**.

This Executive Summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on services, data/evaluation requirements and roles/responsibilities.

ATTENDANCE

Attendance Initiatives (Tier 1)
Support School-wide Attendance Initiative (Tier 1)
Attendance Coaching (Tier 2)

Goal:

Condition:

BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
Behavior/SEL Coaching: Check in, Check out
Devereux Student Strengths Assessment (DESSA)

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)
English/Literacy Events (Tier 1)

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

Preparation and Training

In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

Material Support

School *agrees to provide the City Year Team with:*

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.

- Access to the school's network with access to the Internet available throughout the day for City Year provided laptops and tablets to support the City Year team accessing CY tools and entering data about our activities in the school.

Who is the City Year AmeriCorps Member (ACM)?

A deeply empathetic relationship-builder with a growth mindset committed to a cause greater than oneself.

Identity Formation

AmeriCorps members possess a self-narrative about who they are as learners and leaders, and the meaning they've gained from their experience

Agency

AmeriCorps members believe in their ability to succeed, advocate for themselves, and make a difference in their communities

Durable Skills

AmeriCorps members develop and accelerate durable, foundational skills in relationship building, persistence, flexibility & adaptability, critical & analytical thinking, continuous improvement and self-accountability and the effective application of them to their work with students

City Year is committed to a service experience that values their voice and safeguards their health and well-being. Through coaching and managing, our Impact Staff are in place to support the development of Identity Formation, Agency and Durable Skills.

Learning and development days for our ACMs take place over the course of their year. City Year designs a series of community-centered activities created to help our Corps develop skills, meaning making of our shared service journey, and support greater impact with students.

ACM Coaching Support System

CY implements a coaching approach is asset based and creates an environment that is supportive of corps members meeting their own personal success standards and achieving against their scope of work on their team and with their students. Overall, this approach should hold a mindset that focuses on:

- Identifying ways that we all contribute to making change and opportunities possible for our students
- A rejection of white dominant values around professionalism. Instead, we will focus on supporting individual definition of personal excellence within the scope of our work that aligns to the local definition of full program participation
- A belief that punitive punishment does not cause you to perform better. Instead, we will use coaching and feedback as tools for improvement and personal development

What can we expect from the CY ACM?

ACMs are 17-25 year olds who are identified as life-long learners and future civic leaders. They are placed on a diverse team where skills and strengths are leveraged to support the whole school community. This shared experience allows our ACMs to experience a community of practice, build teamwork skills and connect through a year of service.

In partnership with the school and classroom, the service year is an opportunity to establish positive developmental relationships with students that have a measurable impact on the students' social-emotional and academic development and to partner with teachers and school partners to strengthen the learning environment. City Year ACMs contribute their unique identities, perspectives and skills to create a diverse and unique asset to your school community.

APPENDIX B: AmeriCorps List of Non-Allowable Activities

Prohibited Activities (see 45 CFR § 2520.65):

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
    a. A business organized for profit;
    b. A labor union;
    c. A partisan political organization;
    d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

Additional AmeriCorps Restrictions (see 45 CFR § 2540.100):

Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the Nondisplacement requirements are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Nondisplacement.

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that -
   a. Will supplant the hiring of employed workers; or
   b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
   a. Presently employed worker;
   b. Employee who recently resigned or was discharged;
   c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   e. Employee who is on strike or who is being locked out.

APPENDIX C: Data Sharing Agreement

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data**. City Year uses student-level performance data in partnership with district and school personnel to:
   - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
   - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
   - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
   - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
   - report on performance metrics to the school and the school district; and
   - inform and refine our WSWC model design and improve overall quality of service.

2. **Obligations of City Year**. To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
   - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
   - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
   - share evaluation reports from evaluations commissioned by City Year; and
   - track key output data related to City Year's core services.

3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
   - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
   - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact;
   - facilitate and/or support the collection of student-level data as outlined below; and
   - provide all end of year data for the school year(s) covered under this agreement to City Year no later than October 1 of the following school year(s).

4. **Data Access, Acquisition, and Requirements**. From the District, City Year will receive the following identifiable, student-level information for all students in the schools that are part of this Agreement (a sample of the preferred data file formats is available):
   - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
   - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
   - climate & culture data (e.g. student, teacher, family, or other climate survey results);

- ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year or to Schoolzilla, by Renaissance, City Year's data transfer partner, which provides a purpose-built data integration tool to produce data visualizations specific to the needs of K-12 Districts. At the beginning of the academic year, the District will also provide to City Year or Schoolzilla prior year's information for all students enrolled in the schools in which City Year serves for the data noted above.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:
- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to improve its services.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data**. To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement with the subcontractor. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data with subcontractors who are agents, advisors, and third- party consultants, researchers, and evaluators ("Representatives"). In these instances, the student data will be de-identified, and students will be assigned unique External Evaluation ID numbers, assigned through an automated process. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its research and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.

6. **FERPA**. City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following

conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information**. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

   School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

   City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed. The exposure of Confidential Information by City Year, the District, or a school partner will be reported to the data owning party within 48 hours of discovery of the exposure and a report detailing the exposure's cause and all data revealed will be provided to the data owning party within 30 days.

   Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

   During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel, representatives, and subcontractors with a need to access such data as a necessary part of the performance of this Agreement.

   City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of

Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement and in accordance with applicable law, securely eliminate or return in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information solely for archival purposes and in connection with any dispute between the parties.

SAISD BOARD AGENDA SUMMARY FORM

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) and Pathways in Technology Early College High School (P-TECH), the Phoenix Middle College, and Dual Credit Programs**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: July 17, 2023

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 Colleges District for the Early College High School (ECHS) and Pathways in Technology Early College High School (P-TECH), the Phoenix Middle College, and Dual Credit Programs.

This item is an annual renewal for agreements for all SAISD Early College High School (ECHS) and Pathways in Technology Early College High School (P-TECH) programs, and a renewal for five years for the MOU for the Phoenix Middle College and three years for Dual Credit programs.

Here is a video for more information. The services for these MOUs include our collaborative partnerships with the colleges for each PTECH and ECHS which includes providing dual credit, the college credentials pathways and advising and completion support.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) and Pathways in Technology Early College High School (P-TECH), the Phoenix Middle College, and Dual Credit Programs.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Approximately $900,000 for tuition and instructional materials fees in:
198-11-6223-95-878-38-0-08
461-11-6222-82-878-38-P-HX

IV. 2023 - 2024 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.

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	CCMR
Board Meeting Date:	July 17, 2023
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) and Pathways in Technology Early College High School (P-TECH), the Phoenix Middle College, and Dual Credit Programs
Presenter:	Liz Ozuna, Executive Director College Readiness/Postsecondary Initiatives
Cost and Funding Source:	Approximately $900,000 in local funding and SAISD Foundation Greehey grant
If no cost to the District, what is the approximate value of goods/services being provided?	N/A
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
Approximately 2,500	N/A	All HS campuses	Approx $360	N/A	Varies by program

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 programs, two of the colleges for Pathways in Technology Early College High Schools (P-TECH) and three of the colleges for Dual Credit programs: • San Antonio College (SAC) for the Travis ECHS, Fox Tech H-TECH & Edison P-TECH School of Business

- St. Philip's College (SPC) for St. Philip's ECHS, Brackenridge ECHS, Sam Houston Cyber P-TECH USA, Highlands P-TECH, and Lanier CSP-TECH.
- SAC, SPC and Palo Alto College (PAC) for academic core and career and technology courses

In addition, SAISD and the ACD have entered an SB1882 Partnership for Travis ECHS, St. Philip's ECHS, and Fox Tech H-TECH. As a part of the Alamo Colleges Network (ACN) partnership, all tuition and instructional materials (IM) fees are paid by the partnership for the students in these programs. SAISD will continue to purchase additional materials and books and provide transportation and supervision for high school students at the college campus as needed.

P-TECH and ECHS models 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. Students in these programs 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 the ECHS graduates have earned the associate degree and/or level I certifications at their respective ECHS campuses. The SAISD P-TECH programs are growing with our first cohort of students graduating from Cyber P-TECH USA this year. Similar to the ECHS model, these programs are designed to give students the opportunity to earn associate degrees and career certifications by combining core academic and career college courses in high demand, high wage career pathways.

The Phoenix Middle College focuses on opportunities for students to complete their high school diploma through the Cooper Academy while completing a career pathway at the St. Philip's College Southwest Campus.

Over 160 students from the ECHS and P-TECH programs and Phoenix Middle College walked the stage at the St. Philip's College graduation on May 12 celebrating their completion of associate degrees, Level I certifications and other career certifications.

Other students who are not a part of these programs may enroll in core academic and/or career and technology dual credit courses based on their postsecondary and career interests. Dual credit offerings that are not a part of the ECHS/PTECH/Phoenix programs are also proving to be an important link in the success we are building in enrolling more students in 2-year and 4-year college choices.

All of these programs support meeting SAISD's Declaration and Board goals by design as the ECHS & P-TECH Blueprints and the designated Outcome Based Measures and the mission of the Phoenix Middle College compel each 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 participating students receive advising that promotes postsecondary access and persistence, all efforts that give our students the tools to help them change the world.

Students in these programs graduate with their "second piece of paper"-the associate degree and/or a career certification in addition to their high school diploma, and they enroll in college after high school graduation at a higher rate than students who graduate from other SAISD high schools without taking college courses (80 – 100%).

Whether enrolled in one of the ECHS/PTECH/Phoenix programs, or in dual credit/dual enrollment classes as advance coursework options, 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 college courses while in high school and current research conducted by the Urban Education Institute verifies that students who participate in dual credit are more likely not only to enroll in college but are more likely to enroll in a 4-year college and are more likely to attend college full time.

ALAMO COLLEGES DISTRICT
St. Philip's College

2023-2026
EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING

BETWEEN

BRACKENRIDGE 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 2023-2026 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The ECHS will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 400 Eagleland Dr. San Antonio, TX 78210

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 September 1, 2023– August 31, 2026. 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; Section504 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 ("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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:
https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations
The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 **BRACKENRIDGE 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.

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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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the ECHS program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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

School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 8th graders annually for the incoming 9th 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 8th 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

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 1st, 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

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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 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. 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 86th 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 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.
b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.
c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.

iii. Responsibilities of the School include:

1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

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.

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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.

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.

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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 as 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 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 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. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

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iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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
Dst-legal@alamo.edu

41. 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.

42. 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.

43. 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.

44. 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: _____ _____
Dr. Adena Williams Loston, President Date
St. Philip's College

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jaime Aquino, Superintendent Date

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

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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.

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ALAMO COLLEGES DISTRICT
St. Philip's College

San Antonio Independent School District
St. Philip's College
Early College High School

2023-2026
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 2023-2026 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The ECHS will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 September 1, 2023– August 31, 2026. 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; Section504 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 ("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.

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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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:

https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations

The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 **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.

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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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the ECHS program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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 School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by

signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 8th graders annually for the incoming 9th 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 8th 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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 1st, 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

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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

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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 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. 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 86th 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 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.
b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.
c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.

iii. Responsibilities of the School include:

1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

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.

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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.

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.

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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 as 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 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 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. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

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iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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
Dst-legal@alamo.edu

41. 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.

42. 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.

43. 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.

44. 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: _____ _____
Dr. Adena Williams Loston, President Date
St. Philip's College

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jaime Aquino, Superintendent Date

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

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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.

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2023-2026
EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING

BETWEEN

TRAVIS EARLY COLLEGE HIGH SCHOOL
IN PARTNERSHIP WITH
SAN ANTONIO COLLEGE - ALAMO COLLEGES
SAN ANTONIO ISD OF TEXAS

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 2023-2026 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The ECHS will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 September 1,2023– August 31, 2026. 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; Section504 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 ("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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:
https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations
The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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.

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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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the ECHS program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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 School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by

signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 8th graders annually for the incoming 9th 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 8th 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

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 1st, 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

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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

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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 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. 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 86th 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 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.
b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.
c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.

iii. Responsibilities of the School include:

1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

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.

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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.

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.

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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 as 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 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 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. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

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iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 ISD
ATTN: Superintendent of Schools
514 W. Quincy St.
San Antonio, TX 78230
Jaquino1@saisd.NET

College:
SAN ANTONIO College
ATTN: College President
1819 N. Main Ave.
San Antonio, Texas 78212
ngonzalez-dejesu@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
Dst-legal@alamo.edu

41. 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.

42. 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.

43. 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.

44. 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

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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: _____ _____
Dr. Naydeen Gonzalez-DeJesus, President Date
San Antonio College

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

SEGUIN INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino, Superintendent Date

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

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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.

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ALAMO COLLEGES DISTRICT
St. Philip's College

EDISON P-TECH SCHOOL OF BUSINESS

2023-2026
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 to 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 2023-2026 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, 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The P-TECH will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 Pathways to Technology 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.

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1. **TERM**

The Initial Term of this MOU shall be September 1, 2023– August 31, 2026. Effectiveness is subject to approval of the P-TECH 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 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; Section504 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 ("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 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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link: https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plans not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 Chief Academic Officer, Director of

Secondary Education & Professional Learning, P-TECH Principal, P-TECH Director, P-TECH Associate Principal, P-TECH 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 Pathways to 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. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. 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 will 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 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.

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d. 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.

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 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the P-TECH program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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 School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 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 8th graders annually for the incoming 9th 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 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, 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 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. (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 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. 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 P-TECH, 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. 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 P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH 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 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 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

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as fiscal agent. Otherwise, the P-TECH Student maybe 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 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. 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

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) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86th 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 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:

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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 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. 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/.

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 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.

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 P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

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

All Course Materials utilized in each P-TECH 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.

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3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
   i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.
   iii. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School 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.

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 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 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 P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective 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.

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 Concourse, the College's official reporting system. As each course at each P-TECH has specific Course

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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. At the end of each semester, P-TECH 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 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 Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

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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.

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://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 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 protocol prioritizes that the P-TECH Student does not pose a threat to self or others and will include specific information related to addressing students participating in the P-TECH prior to the effective date of this MOU will be executed.

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.

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.

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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://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#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://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 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 and relevant facts. 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,

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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 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 as 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 P-TECH 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/

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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, 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 P-TECH 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 P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Pathways to Technology Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, P-TECH, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, 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.

35. 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.

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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
1819 N. Main Ave.
San Antonio, Texas 78212
ngonzalez-dejesu@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
Dst-legal@alamo.edu

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41. 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.

42. 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.

43. 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.

44. 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 venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Naydeen Gonzalez-DeJesus, President Date
San Antonio College

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino, Superintendent Date

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

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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.

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ALAMO COLLEGES DISTRICT
San Antonio College

FOX TECH
HEALTH AND LAW PROFESSIONS

2023-2026
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

FOX TECH HEALTH AND LAW PROFESSIONS PTECH
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 to 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 2023-2026 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, 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The P-TECH will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 Pathways to Technology 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.

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1. **TERM**

The Initial Term of this MOU shall be September 1, 2023– August 31, 2026. Effectiveness is subject to approval of the P-TECH 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 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; Section504 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 ("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 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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link: https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plans not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 Chief Academic Officer, Director of Secondary Education & Professional Learning, P-TECH Principal, P-TECH Director, P-TECH Associate Principal, P-TECH 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 Pathways to 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. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. 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 will 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 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.

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d. 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.

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 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the P-TECH program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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

School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 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 8th graders annually for the incoming 9th 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 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, 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 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. (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 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. 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 P-TECH, 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. 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 P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH 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 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 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

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as fiscal agent. Otherwise, the P-TECH Student maybe 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 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. 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

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) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86th 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 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:

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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 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. 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/.

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 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.

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 P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

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

All Course Materials utilized in each P-TECH 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.

3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
   i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.
   iii. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School 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.

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 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 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 P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective 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.

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 Concourse, the College's official reporting system. As each course at each P-TECH has specific Course

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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. At the end of each semester, P-TECH 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 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 Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

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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.

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://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 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 protocol prioritizes that the P-TECH Student does not pose a threat to self or others and will include specific information related to addressing students participating in the P-TECH prior to the effective date of this MOU will be executed.

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.

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.

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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://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#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://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 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 and relevant facts. 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,

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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 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 as 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 P-TECH 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/

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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, 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 P-TECH 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 P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Pathways to Technology Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, P-TECH, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, 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.

35. 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.

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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
1819 N. Main Ave.
San Antonio, Texas 78212
ngonzalez-dejesu@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
Dst-legal@alamo.edu

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41. 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.

42. 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.

43. 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.

44. 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 venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Naydeen Gonzalez-DeJesus, President Date
San Antonio College

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino, Superintendent Date

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

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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.

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ALAMO COLLEGES DISTRICT
St. Philip's College

2023-2026
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 to 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 2023-2026 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, 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The P-TECH will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 Pathways to Technology 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 September 1, 2023– August 31, 2026. Effectiveness is subject to approval of the P-TECH 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 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; Section504 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 ("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 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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link: https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plans not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 Chief Academic Officer, Director of Secondary Education & Professional Learning, P-TECH Principal, P-TECH Director, P-TECH Associate Principal, P-TECH 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 Pathways to 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. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. 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 will 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.

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d. 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.

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 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the P-TECH program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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

School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 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 8th graders annually for the incoming 9th 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 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, 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 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. (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 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. 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 P-TECH, 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. 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 P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH 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 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 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

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as fiscal agent. Otherwise, the P-TECH Student maybe 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 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. 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

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) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86th 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 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:

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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 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. 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/.

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 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.

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 P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

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

All Course Materials utilized in each P-TECH 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.

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3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
   i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.
   iii. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School 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.

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 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 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 P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective 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.

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 Concourse, the College's official reporting system. As each course at each P-TECH has specific Course

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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. At the end of each semester, P-TECH 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 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 Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

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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.

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://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 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 protocol prioritizes that the P-TECH Student does not pose a threat to self or others and will include specific information related to addressing students participating in the P-TECH prior to the effective date of this MOU will be executed.

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.

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.

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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://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#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://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 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 and relevant facts. 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,

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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 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 as 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 P-TECH 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/

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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, 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 P-TECH 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 P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Pathways to Technology Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, P-TECH, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, 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.

35. 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.

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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:
COLLEGE NAME
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
Dst-legal@alamo.edu

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41. 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.

42. 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.

43. 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.

44. 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 venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Adena Williams Loston, President Date
ST. PHILIP'S COLLEGE

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino, Superintendent Date

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

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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.

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ALAMO COLLEGES DISTRICT
St. Philip's College

2023-2026
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

LANIER P-TECH 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 to 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 2023-2026 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, 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The P-TECH will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 Pathways to Technology Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 4635 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 September 1, 2023– August 31, 2026. Effectiveness is subject to approval of the P-TECH 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 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; Section504 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 ("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 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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link: https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plans not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 Chief Academic Officer, Director of Secondary Education & Professional Learning, P-TECH Principal, P-TECH Director, P-TECH Associate

Principal, P-TECH 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 Pathways to 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. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. 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 will 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.

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d. 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, unless agreed upon by both parties.

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 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the P-TECH program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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

School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 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 8th graders annually for the incoming 9th 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 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, 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

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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 / 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. (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 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. 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 P-TECH, 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. 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 P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH 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 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 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

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as fiscal agent. Otherwise, the P-TECH Student maybe 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 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. 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

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) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86th 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 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:

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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 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. 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/.

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 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.

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 P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

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

All Course Materials utilized in each P-TECH 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.

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3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
   i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.
   iii. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School 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.

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 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 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 P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective 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.

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 Concourse, the College's official reporting system. As each course at each P-TECH has specific Course

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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. At the end of each semester, P-TECH 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 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 Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

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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.

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://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 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 protocol prioritizes that the P-TECH Student does not pose a threat to self or others and will include specific information related to addressing students participating in the P-TECH prior to the effective date of this MOU will be executed.

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.

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.

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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://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#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://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 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 and relevant facts. 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,

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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 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 as 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 P-TECH 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/

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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, 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 P-TECH 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 P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Pathways to Technology Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, P-TECH, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, 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.

35. 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.

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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:
COLLEGE NAME
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
Dst-legal@alamo.edu

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41. 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.

42. 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.

43. 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.

44. 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 venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Adena Williams Loston, President Date
ST. PHILIP'S COLLEGE

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino, Superintendent Date

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

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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.

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ALAMO COLLEGES DISTRICT
St. Philip's College

CYBER P-TECH USA
at Sam Houston High School
in partnership with
St. Philip's College
Alamo Colleges District

2023-2026
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 to 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 2023-2026 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, 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. Each School will have a College from the Alamo Colleges District designated as its primary provider. The P-TECH will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if school plans to offer courses at the ISD site. 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 Pathways to Technology 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.

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1. **TERM**

The Initial Term of this MOU shall be September 1, 2023– August 31, 2026. Effectiveness is subject to approval of the P-TECH 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 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; Section504 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 ("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 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 (herein referred to as "DSS") 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. A Student enrolled in any Dual Credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link: https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plans not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the 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 Chief Academic Officer, Director of Secondary Education & Professional Learning, P-TECH Principal, P-TECH Director, P-TECH Associate

Principal, P-TECH 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 Pathways to 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. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. 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 will 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.

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d. 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.

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 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the P-TECH program, each student's general directory information will be subject to the Texas Public Information Act.

School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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

School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

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 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 8th graders annually for the incoming 9th 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 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

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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 10th 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.

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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. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

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 9th 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 10th 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 Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, 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 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. (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 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. 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 P-TECH, 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. 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 P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH 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 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 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

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as fiscal agent. Otherwise, the P-TECH Student maybe 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 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. 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

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) the SACSCOC Dual Enrollment Policy Statement and legislative bills passed during the 86th 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 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:

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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 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. 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/.

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 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.

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 P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

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

All Course Materials utilized in each P-TECH 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. –The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
    vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.

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3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
   i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 Dual Credit 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.
   iii. Responsibilities of the School include:
      1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
      2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
      3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School 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.

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 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 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 P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective 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.

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 Concourse, the College's official reporting system. As each course at each P-TECH has specific Course

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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. At the end of each semester, P-TECH 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 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 Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

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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.

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://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 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 protocol prioritizes that the P-TECH Student does not pose a threat to self or others and will include specific information related to addressing students participating in the P-TECH prior to the effective date of this MOU will be executed.

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.

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.

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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://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#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://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 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 and relevant facts. 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,

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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 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 as 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 P-TECH 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/

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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, 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 P-TECH 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 P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with Dual Credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Pathways to Technology Early College High School, P-TECH or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, P-TECH, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

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. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

32. 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 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

33. 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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

34. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, 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.

35. 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.

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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:
COLLEGE NAME
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
Dst-legal@alamo.edu

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41. 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.

42. 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.

43. 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.

44. 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 venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Adena Williams Loston, President Date
ST. PHILIP'S COLLEGE

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

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino, Superintendent Date

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

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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.

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ADDENDUM

DUAL CREDIT MEMORANDUM OF UNDERSTANDING

BETWEEN

PHOENIX MIDDLE COLLEGE HIGH SCHOOL PROGRAM
WITH ST. PHILIP'S COLLEGE – ALAMO COLLEGES DISTRICT

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND
ST. PHILIP'S COLLEGE
ALAMO COLLEGES DISTRICT

This Addendum supplements the 2023-2028 DUAL CREDIT Memorandum of Understanding (herein referred to as "MOU") between ST. PHILIP'S COLLEGE (herein referred to as "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 "School District"), a Texas Independent School District contracting on behalf of PHOENIX MIDDLE COLLEGE WITH ST. PHILIP'S COLLEGE SOUTHWEST CAMPUS–ALAMO COLLEGES DISTRICT. 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 Addendum is for the College to offer courses to the high school program during fall, spring, and summer terms if applicable (herein referred to as "academic year").

The supplementation by this Addendum applies to the academic year. Should there be an irreconcilable conflict between this Addendum and the MOU, the terms of this Addendum shall prevail, but only during the academic year.

1. **TERM**
   The Initial Term of this addendum shall be September 1, 2023 – August 31, 2028. The College and District will define all deadlines for the actions defined in this agreement. The College and School District reserve a right of cancellation by written notice on or before March 15 of any year of the Term.

2. **AGREEMENT SPECIFICS**
   a. The Phoenix Middle College program shall be made available to sophomores, juniors, and seniors where they will have the opportunity to earn between 12 to 30 hours of dual credit in high demand, high wage career pathways that lead to licensure, level one certificates, and/or an associate's degree.
   b. The District will be responsible for the academic instruction to ensure high school graduation requirements are met.
   c. Students and teachers must adhere to both SAISD and St. Philip's College Southwest Campus policies and procedures.
   d. SAISD will assume primary responsibility in determining student eligibility for the program.

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e. St. Philip's College will provide student data related to college hours, retention, progressive grade rates, industry certifications, degree plan audits and other related data to assess program effectiveness.

3. INSTRUCTIONAL MATERIALS

a. St. Philip's College Southwest Campus will provide instructional textbooks, syllabi, course packets, software, supplies, tools, equipment, and personal protective equipment needed for enrollment to classes for college-level courses. The District will not fund any related Instructional Materials (IM) fees related to these courses.

b. St. Philip's College Southwest Campus will fund program related industry certification examination expenses.

c. Course agreements for the identified courses during the academic year must be current and on file. The Course Agreement Form includes the Instructional Materials (IM) required for each course.

4. REGISTRATION AND ENROLLMENT PROCESS

a. Schedule of operation:

- Location:
  St. Philip's College Southwest Campus
  800 Quintana Rd.
  San Antonio, Texas 78211
- Days and Hours of Operation: Schedules for identified courses will be provided to the School District's Administrative contact by the Academic Program Director.

b. St. Philip's College Southwest Campus Academic Program Director or Administrative Services Specialist will enroll eligible students into Phoenix Middle College courses.

c. St. Philip's College Southwest Campus will waive special program tuition fees specific to CTE courses. The District will pay tuition per course per student registered for classes in the Phoenix Middle College program.

d. Confirmation form of vaccination against Bacterial Meningitis for all participating students must be submitted with the student enrollment list.

5. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the Phoenix Middle College program.

b. 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 Phoenix Middle College program will convert the college course grades according to its grading procedures.

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 returns 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

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College's eCatalog website at:
https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

6. STUDENT SUCCESS POLICIES

a. College's Academic Program Director and or Administrative Service Specialist shall provide program advising and career mentoring.
b. To meet program success goals, the Academic Program Director and or Administrative Service Specialist shall provide one on one advising to ensure certificate audits and on time program completion.
c. Each term, the program staff and faculty shall provide early alert data to the School District, ensuring a report of progressive grades rates.
d. Academic Program Director and or Administrative Service Specialist shall provide a list of graduating seniors directly to Enrollment Coaches and/or Advisors to ensure transition of students into SPC programs.

7. COMMUNICATION

a. School District personnel, counselors, and administrators will be responsible for all communication with parents. Any questions or concerns from parents regarding matters pertaining to College courses or other related areas must be submitted to the Academic Program Director by School District staff assigned to the program.

8. STUDENT SAFETY

a. When on the College campus, 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.

9. PROGRAM EVALUATION

a. The Parties agree to ~~evaluate~~ present a collaborative progress report on the effectiveness of the program ~~and will receive a mid-term and end-of-term progress report~~ once a semester to the School District Superintendent or Designee, College President or Designee and Alamo Colleges District Chancellor or Designee each year the program is provided. The evaluation may include, but is not limited to, disaggregated attendance and retention rates, persistence, completion, and satisfactory progress in college courses.

10. FISCAL

a. The School District will act as the fiscal agent for purposes of this MOU, including student fees.
b. Any transportation and applicable food services for students participating in the program will be provided by the School District.
c. All personal fines, late fees, parking tickets, etc. incurred by students at the College are the student's individual responsibility.
d. The School District will pay $100 per student, 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 to provide an invoice for courses.

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e. School District's failure to meet its financial responsibilities as the fiscal agent during the terms of this agreement will result in a College's refusal of enrollment.

f. St. Philip's College Southwest Campus will coordinate and fund Phoenix Middle College program advertising, marketing, and recruiting events. Tuition promotions, incentives, or discounts, including this program, vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in this program must be verified at the time of enrollment.

g. St. Philip's College Southwest Campus will provide a dedicated building wing approximately 7,128 square feet for high school instruction, including 7 classrooms, technical labs, and office space for program operations to SAISD students and faculty. Access will be allowed, but not limited to, the library and computer labs used to support students' instruction and assessment.

h. This section replaces the fiscal section of the Program Services Agreement 2020-2021 in its entirety.

COSTS: $125, 000 annually

11. TRANSPORTATION

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

12. FOOD SERVICES

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

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date stated above.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By:_____ _____
Dr. Adena Williams Loston — Date
St. Philip's College

By: _____ _____
Dr. George Railey, Jr. — Date
Vice Chancellor for Academic Success

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Dr. Jamie Aquino — Date
Superintendent of School

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2023-2026
DUAL CREDIT MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN ANTONIO ISD

AND

PALO ALTO COLLEGE
ALAMO COLLEGES DISTRICT

PALO ALTO 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 ISD (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its High Schools (herein referred to as the "School"), enter the following Memorandum of Understanding (herein referred to as "MOU") to facilitate the cooperation between the College and the School in the provision of instruction in which an eligible high school student (herein referred to as "Student") enrolls in college courses and receives credit for the courses from both the college and high school (herein referred to as "Dual Credit") for their School. 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.

Each School will have a College from the Alamo Colleges District designated as its primary provider. The High School will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if School plans to offer courses at the School site location. Where courses are offered by a College from the Alamo Colleges District other than the Primary College, a separate MOU will be executed with each Secondary College. Primary and Secondary Colleges will be published on the Alamo Colleges District – High School Programs web site at: https://www.alamo.edu/hsprograms.

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).

1. **TERM**
   The Initial Term of this MOU shall be September 1, 2023-August 31, 2026. The College shall have the right to initiate a negotiated revision of this MOU prior to commencement of each academic year during the term hereof. The College will define all deadlines for the actions defined in this agreement and will be communicated to the School through the College's Office of High School Programs.

2. **APPLICABLE LAW**

The Parties agree to operate 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 (herein referred to as "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, 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) Texas Education Agency ("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 SACSCOC.

The Parties agree to operate in compliance with applicable College and School District board policies and procedures that may be agreed upon by the Parties. The Parties agree to comply with all requirements from TEA and any additional requirements for the Dual Credit program adopted by the Texas Higher Education Coordinating Board ("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 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 THECB 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.

A report required by this section 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 the Workforce Education Course Manual or its successor adopted by the THECB; or

the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB;

(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and

(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College Disability Support Services (herein referred to as "DSS") 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.

A Student enrolled in any dual credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:
https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations.

The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the School District.

5. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the School District will ensure that documentation summarizing collaboration and outreach efforts of College and School District will be readily available and posted.

b. Once fully executed, this MOU will be posted to the School District and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the School District and the College web sites.

   i. Documentation summarizing collaboration and outreach efforts of Institutions of Higher Education 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

6. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the Dual Credit program, each student's general directory information will be subject to the Texas Public Information Act.

a. School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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 School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

7. 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 Students.

a. Texas Education Code § 51.9685 (c-2) requires that a student 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. The 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.

c. The Student will participate in dual credit courses receiving both high school and college credit.

d. The Students will have the same access to student services and facilities as post-secondary 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 Students may gain access on the College campus to the unrestricted internet access afforded to post-secondary College students. See Student Safety section herein.

8. DUAL CREDIT INFORMATION SESSIONS

The School District will inform students while in middle school and at each high school grade level annually of dual credit opportunities.

a. The information sessions may include:
   i. A web page or link on the School District's or School's website that will provide Dual Credit admissions information;
   ii. Presentations of Dual Credit programs with materials available to all students interested in participating;
   iii. Meetings with middle school counselors, as applicable, to discuss the Dual Credit program options and answer questions;
   iv. Student/parent meetings held at middle school campuses so the School and College can explain the opportunities and total commitment required of 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 College will require all Students to submit a Student/Parent Consent form upon entry into the program. The School will have each student and a parent or guardian sign the consent form defining the requirements and expectations of the Dual Credit program. The School will maintain all consent forms documents and provide an electronic copy of said to the College.
   vii. To adhere to the requirements set forth by HB1638, the College and the School will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. Students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

c. The School is responsible for ensuring that all Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the Dual Credit program. The School will safeguard all vaccination documents and provide an electronic copy of said to the College upon request. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

9. CURRICULUM

a. The School shall administer the TSIA college placement exam to all prospective Students or refer Students interested in taking Dual Credit courses to the College's Testing Center, if the School is not a College Board testing site, prior to submitting their name to the College Office of High School Programs for enrollment into courses requiring specific TSIA scores, abiding by the rules set forth by the College Board and the College. Students must attain TSIA scores aligned with the courses in their selected degree plan to ensure appropriate college level placement, assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The School shall implement a plan for TSIA success, including academic preparation classes for Students. The School will provide academic interventions for Students who do not pass TSIA. Such Students will be administered the identified interventions prior to retesting any portion of the TSIA that was not mastered with required score(s).

c. The School District will share the results from TSIA administered via School District - College Board approved test sites and electronically submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA scores will be electronically uploaded into the College's official system of records. The College agrees to adhere to the confidentiality requirements of FERPA. The College will use students' TSIA assessment score data exclusively for official College business.

d. The College Academic Chairs, along with the School Principal or designee, will be responsible for developing and refining a clear and coherent academic program across the two institutions for curriculum alignment for Students participating in the Dual Credit program.

e. Texas Education Code Section. 51.96852 requires each institution of higher education to 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 THECB under Texas Education Code Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB.
   (3) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

f. SACSCOC 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.

g. To adhere to the requirements set forth 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 School, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form and the respective syllabi. The form will include the length of the course, and approved textbook(s) and/or instructional materials/AlamoBooks+ that will be required for Students to use in their respective courses. The course agreement requirement for the School extends to designation of academic and workforce courses for Traditional Dual Credit. College, School District and School shall ensure that a dual credit course and the corresponding college course offered at the School are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements for each College course. The School District will identify the TEKS or PEIMS Identification Number that aligns with each College course.

h. The College will provide the School District and School the minimum number of instructional minutes required to meet the contact hour requirement, per course, taught on the School site.

i. Texas Education Code Section 28.009(b-2) (6) requires that the School District and the College consider the use of free or low-cost open educational resources in courses offered as dual credit, which when available are specified in the applicable course agreement. See also Section 11 – Course Materials.

j. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course, but not later than the start of the first instructional day that course is delivered. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher or chair makes changes to the current Instructional Materials. For course sections taught at the School, 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, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 11- Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum or verification that both parties agree to the change in instructional materials.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 11 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.

l. The College will provide the School District information about the Alamo Academies work-based learning programs spanning the junior and senior years, so that students are aware of its opportunities. A student enrolling in the Alamo Academies-will follow the prescribed courses as listed in the selected degree plan. The course hour limitations for all Dual Credit programs, including the Alamo Academies, is limited to 14 courses. A Student considering enrollment in the Alamo Academies during the junior year should limit Dual Credit courses taken during their freshman and sophomore years to avoid accumulation of credit hours which could prevent a student from completing the Alamo Academies program plan. The College will ensure that Students are not enrolled into Dual Credit courses outside those listed in the selected degree plan to avoid adverse consequences in the Student's subsequent educational pathway.

m. The College is responsible for 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. Students will participate in college-level work and will be subject to material deemed college level. The School District and School are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The Department Chairs and respective Academic 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, and the College.

n. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These educational resources are intended to support learning and meet the Student Learning Outcomes and comply with requirements from SACSCOC and state standards.

o. The School District will ensure that technology devices or resources are available to the Students so they may successfully access the required course content and educational resources. Internet accessibility, and the use of technical means to manage, restrict or prohibit the access of specific web sites, software, or other educational resources, should be enabled, vetted and coordinated by technical staff from both the School District and College to ensure that the Students taking dual credit courses may have the same successful academic experience as those on the College facilities. In the event that the School District or School are unable to provide technology devices or resources to meet the required technical requirements for the Dual Credit courses to be delivered through the School, the School District, School Principal or designee will coordinate with designees from the College to identify possible solutions.

p. To enroll in any college-level course, Students must meet all of the 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 or identified College staff member and the School Principal or designee will determine the

forms of assistance and remediation that may be needed by a student in order to meet enrollment requirements for any college-level course.

q. The College maintains a defined process for Students to withdraw from Dual Credit courses. Approval by the College or faculty of record is required to process Student withdrawal requests following the census date for the respective part of term. Once processed, the withdrawal will appear on the Student's College transcript.

r. Census rolls document the Students enrolled in all classes. Failure to list a Student on the census roll by the College's deadline will result in the Student's ineligibility to receive a grade in the respective course. The College requires students to be officially enrolled by the part of term's census date, to meet the number of contact hours required for the respective course and to complete all required assignments to be eligible to receive credit in the form of a grade.

s. The College maintains deadlines for drop requests from all courses. Students enrolled in a course following the drop deadline will receive the grade earned on their transcript. The faculty or School Counselor should advise a Student performing poorly in any Dual Credit course of the value of dropping that course before its drop deadline to avoid recording a poor grade. The School Counselor will contact the College's Office of High School Programs to initiate a timely Student drop request should the Student agree to withdrawal. Withdrawal from the College course does not result in a withdrawal from the high school course.

t. 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 section for specific information: https://mynvccatalog.alamo.edu/content.php?catoid=173&navoid=10926 .

10. ADVISING

To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2),, the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the School District 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.

b. 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 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 School counselor(s), each Student will receive advising on the five high school endorsements. The College will provide information on the AlamoINSTITUTES appropriate to the Student's selected career pathway. Each Student will select a high school endorsement and higher education 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 high school 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 School Counselor or School designee will work with the college advising staff or HSP staff member to review and register students into courses. Ultimately with the goal to make sure courses count towards the degree at a 4-year university of the Student's 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 the transfer process. 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=157&navoid=9481. 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 or all degree plans within the Universities in the Alamo Colleges District Transfer Compact. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, it is highly recommended that the College, School District, School and Students communicate with the intended transfer institution to minimizing loss of applicable college course credits in the selected degree plan.

11. 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 includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each DUAL CREDIT 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. -The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
    1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
    2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.
    3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 dual credit 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.
    iii. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that

will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

12. FACULTY

a. All instructors teaching dual credit courses 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 School site must be approved and hired as faculty by the College prior to teaching dual credit courses. The faculty credentialing process used by the College for faculty on the College site will apply for faculty on the School site. The College will designate staff in the respective discipline to supervise and evaluate the faculty on the School site using the same or comparable procedures used with faculty on the College site.

b. Faculty on the School site will be evaluated at least annually by the College or on a comparable schedule as Faculty on the College site.

c. All Faculty, regardless of where the delivery of instruction occurs, must adhere to applicable Alamo Colleges District and College 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/ .

d. 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 School Principal or designee 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 compensation for the period of service of the identified instructor. Where a teacher cannot be identified by the College and School District, the School District 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. If neither party can find

a credentialed instructor to instruct the course, students will not receive credit and the transcript record will be removed.

e. Instructors teaching dual credit courses at the School will be either high school teachers credentialed by the respective College Faculty 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.

f. Student evaluation of instruction takes place each semester and will be a part of the faculty annual evaluation process, regardless of where the dual credit courses are offered. 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, as well as those required by the Texas Education Agency.

g. Faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (Herein referred to as "SLOs"). Faculty based at the School site must upload course syllabi onto Concourse, the College's official reporting system.

h. Dual Credit classes may include both ECHS/PTECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.

i. At the end of each semester, all faculty, regardless of where the instruction is delivered, must submit the End of Semester Clearance report to the designated College department chair by the final grade deadline.

j. To adhere to the requirements of Texas Education Code Section 51.974, all faculty will publish, by the first day of class, a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by faculty are maintained.

13. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide School staff responsible for providing guidance to students on courses yielding dual credit, enrolling students into dual credit courses or any other facet of responsibility related to dual credit programming with release time to attend professional development sessions offered by the College. The College will confer with School District and School Administration to schedule the professional development sessions to the extent that session logistics allow. The professional development sessions will include topics on issues impacting students taking dual credit college level courses while in high school, such as 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 and degree applicability. 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 School 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. Sessions may be delivered in either face to face or online formats. 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.

14. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE SCHOOL SITE

The College and School District will provide professional development opportunities to their respective faculty in accordance with their respective institutional policies. The College will provide professional development in critical thinking, leadership, student engagement, discipline-specific topics and other areas deemed necessary.

The School District will provide its faculty hired as College Adjunct Instructors the necessary time to participate in professional development identified by the College. College Adjunct Instructors and Faculty teaching on the College site shall engage in equivalent professional development. . In instances where Adjunct Instructors are contracted outside the hiring deadlines, the department Chair will assign a College Faculty in the respective discipline to assist during the first college semester transition.

15. SCHOOL CALENDAR

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

The instructional calendar for the high school portion of the School 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 Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the State Student assessment requirements to ensure said assessments are administered without penalty. The School District, School and College will ensure that the School calendar accounts for the required per-semester contact hours for courses. When the instructional delivery is on the College site, it may be necessary for Students to attend classes on days when the School District is closed (*e.g.*, different holiday closures). When Students take classes at the College scheduled on days when School is closed, the School District will ensure that at least one staff member with administrative authority be on call and available to be reached by the College's Office of High School Programs or other College staff in case of emergency. The designated School staff member will have access to Student emergency contact information. When students take courses online, students are still responsible for submitting assignments as per deadlines designated by professors.

While the College agrees to make scheduling 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 are met.

16. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the Dual Credit programs as applicable.

b. 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 School will convert the college course grades according to its grading procedures. The College's Office of High School Programs will provide the School with academic progress or grade status at mid-semester for their respective Students enrolled in Dual Credit courses. 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 high school 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 School personnel are responsible for advising Students concerning academic progress in high school courses and the College is responsible for such advising for college courses. The School 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 returns 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://mynvccatalog.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 School's student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit it to SACSCOC. It will begin the process of creating the corresponding prospectus to outline degree requirements that the School will pursue. The College will provide the School a schedule of when supporting documentation is required from the School. The School District and School 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 faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the School.

f. 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://mynvccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance

17. STUDENT SAFETY

The Parties agree that when a Student attending a College facility expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the Student does not pose a threat to self or others. The College will prioritize transitioning management of the issue to School District, the parent / guardian of the student or the most appropriate authority or entity to address the crisis at hand. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

When on the College campus, 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 Students in Dual Credit programs, into emergency alert messages. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the system of record.

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

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

18. STUDENT CONDUCT

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 the College, shall be in conformity with the Codes of student conduct of the Parties. All 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 Catalog at https://mynvccatalog.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 another of complaints against a 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 any College facility. 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. 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. Students may be sanctioned the same as other post-secondary 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, Alamo Colleges 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.

19. STUDENT SUPPORT SERVICES

The Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School 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 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, School and College. To promote academic success, the Parties will provide academic support services as may be needed. The School counselor and its designee will work to ensure 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.

20. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

Students may participate in age-appropriate activities on the College campus so long as participation does not interfere with the academic requirements of the School. From time to time, Students may be assigned to off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. 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 other post-secondary college students is strictly prohibited.

21. STUDENT DATA SHARING

Parties agree to share student data for the purpose of administering and managing the participating Dual Credit programs. 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 participating Dual Credit programs. Each Party shall also promptly notify the other of any onsite or offsite behaviors of Students participating in any Dual Credit program 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 of 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 as school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the School 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 Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, 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 Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons. With respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

22. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, 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 Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

23. TRANSCRIPTION OF COLLEGE CREDIT

College credit for each 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 School 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/.

24. 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 DUAL CREDIT 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 Dual Credit 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, TSIA readiness by grade level, 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. Texas Education Code Sections 28.009 (b-1) and (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 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 Dual Credit program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with dual credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

    iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester

and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

30. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

31. TERMINATION OF THE MOU

Either Party may terminate this MOU through written notice to the other party given not later than the last calendar day in December and to be effective for the ensuing academic fall semester. In the event of termination, the School District, School and College will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the authorized representatives from both Parties as listed herein.

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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

33. FOOD SERVICES

The School District will provide for all applicable Student meals as required by State and Federal law and School District rules and procedures as applicable when students attend a College site.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 ISD
514 W. Quincy St.
San Antonio, TX 78212
ATTN: Superintendent of Schools
Jaquino1@saisd.net

College:
ATTN: College President
1400 W. Villaret Blvd.
San Antonio, TX 78224
Rgarza@alamo.edu

Alamo Colleges District:
Alamo Colleges District
ATTN: Vice Chancellor of Academic Success
2222 N. Alamo St.
San Antonio, TX 78215
grailey@alamo.edu

Alamo Colleges District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
dst-legal@alamo.edu

39. NON-APPROPRIATION

The Parties hereto acknowledge that College and School 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 School 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.

40. 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.

41. 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.

42. RELATIONSHIP

The relationship of the School 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 and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

APPROVED
By Ross Laughead at 2:07 pm, May 12, 2023

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Robert Garza — Date
College President
Palo Alto College

By: _____ _____
Dr. George Railey, Jr. — Date
Vice Chancellor for Academic Success

SAN ANTONIO ISD

By: _____ _____
Dr. Jaime Aquino — Date
Superintendent of Schools

2023-2026
DUAL CREDIT MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN ANTONIO ISD

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 ISD (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its High Schools (herein referred to as the "School"), enter the following Memorandum of Understanding (herein referred to as "MOU") to facilitate the cooperation between the College and the School in the provision of instruction in which an eligible high school student (herein referred to as "Student") enrolls in college courses and receives credit for the courses from both the college and high school (herein referred to as "Dual Credit") for their School. 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.

Each School will have a College from the Alamo Colleges District designated as its primary provider. The High School will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if School plans to offer courses at the School site location. Where courses are offered by a College from the Alamo Colleges District other than the Primary College, a separate MOU will be executed with each Secondary College. Primary and Secondary Colleges will be published on the Alamo Colleges District – High School Programs web site at: https://www.alamo.edu/hsprograms.

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).

1. **TERM**
   The Initial Term of this MOU shall be September 1, 2023-August 31, 2026. The College shall have the right to initiate a negotiated revision of this MOU prior to commencement of each academic year during the term hereof. The College will define all deadlines for the actions defined in this agreement and will be communicated to the School through the College's Office of High School Programs.

2. **APPLICABLE LAW**

The Parties agree to operate 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 (herein referred to as "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, 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) Texas Education Agency ("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 SACSCOC.

The Parties agree to operate in compliance with applicable College and School District board policies and procedures that may be agreed upon by the Parties. The Parties agree to comply with all requirements from TEA and any additional requirements for the Dual Credit program adopted by the Texas Higher Education Coordinating Board ("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 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 THECB 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.

A report required by this section 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 the Workforce Education Course Manual or its successor adopted by the THECB; or

the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB;

(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and

(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College Disability Support Services (herein referred to as "DSS") 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.

A Student enrolled in any dual credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:
https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations.

The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the School District.

5. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the School District will ensure that documentation summarizing collaboration and outreach efforts of College and School District will be readily available and posted.

b. Once fully executed, this MOU will be posted to the School District and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the School District and the College web sites.

   i. Documentation summarizing collaboration and outreach efforts of Institutions of Higher Education 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

6. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the Dual Credit program, each student's general directory information will be subject to the Texas Public Information Act.

a. School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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 School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

7. 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 Students.

a. Texas Education Code § 51.9685 (c-2) requires that a student 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. The 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.

c. The Student will participate in dual credit courses receiving both high school and college credit.

d. The Students will have the same access to student services and facilities as post-secondary 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 Students may gain access on the College campus to the unrestricted internet access afforded to post-secondary College students. See Student Safety section herein.

8. DUAL CREDIT INFORMATION SESSIONS

The School District will inform students while in middle school and at each high school grade level annually of dual credit opportunities.

a. The information sessions may include:
   i. A web page or link on the School District's or School's website that will provide Dual Credit admissions information;
   ii. Presentations of Dual Credit programs with materials available to all students interested in participating;
   iii. Meetings with middle school counselors, as applicable, to discuss the Dual Credit program options and answer questions;
   iv. Student/parent meetings held at middle school campuses so the School and College can explain the opportunities and total commitment required of 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 College will require all Students to submit a Student/Parent Consent form upon entry into the program. The School will have each student and a parent or guardian sign the consent form defining the requirements and expectations of the Dual Credit program. The School will maintain all consent forms documents and provide an electronic copy of said to the College.
   vii. To adhere to the requirements set forth by HB1638, the College and the School will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. Students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

c. The School is responsible for ensuring that all Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the Dual Credit program. The School will safeguard all vaccination documents and provide an electronic copy of said to the College upon request. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

9. CURRICULUM

a. The School shall administer the TSIA college placement exam to all prospective Students or refer Students interested in taking Dual Credit courses to the College's Testing Center, if the School is not a College Board testing site, prior to submitting their name to the College Office of High School Programs for enrollment into courses requiring specific TSIA scores, abiding by the rules set forth by the College Board and the College. Students must attain TSIA scores aligned with the courses in their selected degree plan to ensure appropriate college level placement, assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The School shall implement a plan for TSIA success, including academic preparation classes for Students. The School will provide academic interventions for Students who do not pass TSIA. Such Students will be administered the identified interventions prior to retesting any portion of the TSIA that was not mastered with required score(s).

c. The School District will share the results from TSIA administered via School District - College Board approved test sites and electronically submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA scores will be electronically uploaded into the College's official system of records. The College agrees to adhere to the confidentiality requirements of FERPA. The College will use students' TSIA assessment score data exclusively for official College business.

d. The College Academic Chairs, along with the School Principal or designee, will be responsible for developing and refining a clear and coherent academic program across the two institutions for curriculum alignment for Students participating in the Dual Credit program.

e. Texas Education Code Section. 51.96852 requires each institution of higher education to 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 THECB under Texas Education Code Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB.
   (3) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

f. SACSCOC 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.

g. To adhere to the requirements set forth 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 School, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form and the respective syllabi. The form will include the length of the course, and approved textbook(s) and/or instructional materials/AlamoBooks+ that will be required for Students to use in their respective courses. The course agreement requirement for the School extends to designation of academic and workforce courses for Traditional Dual Credit. College, School District and School shall ensure that a dual credit course and the corresponding college course offered at the School are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements for each College course. The School District will identify the TEKS or PEIMS Identification Number that aligns with each College course.

h. The College will provide the School District and School the minimum number of instructional minutes required to meet the contact hour requirement, per course, taught on the School site.

i. Texas Education Code Section 28.009(b-2) (6) requires that the School District and the College consider the use of free or low-cost open educational resources in courses offered as dual credit, which when available are specified in the applicable course agreement. See also Section 11 – Course Materials.

j. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course, but not later than the start of the first instructional day that course is delivered. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher or chair makes changes to the current Instructional Materials. For course sections taught at the School, 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, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 11- Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum or verification that both parties agree to the change in instructional materials.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 11 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.

l. The College will provide the School District information about the Alamo Academies work-based learning programs spanning the junior and senior years, so that students are aware of its opportunities. A student enrolling in the Alamo Academies-will follow the prescribed courses as listed in the selected degree plan. The course hour limitations for all Dual Credit programs, including the Alamo Academies, is limited to 14 courses. A Student considering enrollment in the Alamo Academies during the junior year should limit Dual Credit courses taken during their freshman and sophomore years to avoid accumulation of credit hours which could prevent a student from completing the Alamo Academies program plan. The College will ensure that Students are not enrolled into Dual Credit courses outside those listed in the selected degree plan to avoid adverse consequences in the Student's subsequent educational pathway.

m. The College is responsible for 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. Students will participate in college-level work and will be subject to material deemed college level. The School District and School are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The Department Chairs and respective Academic 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, and the College.

n. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These educational resources are intended to support learning and meet the Student Learning Outcomes and comply with requirements from SACSCOC and state standards.

o. The School District will ensure that technology devices or resources are available to the Students so they may successfully access the required course content and educational resources. Internet accessibility, and the use of technical means to manage, restrict or prohibit the access of specific web sites, software, or other educational resources, should be enabled, vetted and coordinated by technical staff from both the School District and College to ensure that the Students taking dual credit courses may have the same successful academic experience as those on the College facilities. In the event that the School District or School are unable to provide technology devices or resources to meet the required technical requirements for the Dual Credit courses to be delivered through the School, the School District, School Principal or designee will coordinate with designees from the College to identify possible solutions.

p. To enroll in any college-level course, Students must meet all of the 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 or identified College staff member and the School Principal or designee will determine the

forms of assistance and remediation that may be needed by a student in order to meet enrollment requirements for any college-level course.

q. The College maintains a defined process for Students to withdraw from Dual Credit courses. Approval by the College or faculty of record is required to process Student withdrawal requests following the census date for the respective part of term. Once processed, the withdrawal will appear on the Student's College transcript.

r. Census rolls document the Students enrolled in all classes. Failure to list a Student on the census roll by the College's deadline will result in the Student's ineligibility to receive a grade in the respective course. The College requires students to be officially enrolled by the part of term's census date, to meet the number of contact hours required for the respective course and to complete all required assignments to be eligible to receive credit in the form of a grade.

s. The College maintains deadlines for drop requests from all courses. Students enrolled in a course following the drop deadline will receive the grade earned on their transcript. The faculty or School Counselor should advise a Student performing poorly in any Dual Credit course of the value of dropping that course before its drop deadline to avoid recording a poor grade. The School Counselor will contact the College's Office of High School Programs to initiate a timely Student drop request should the Student agree to withdrawal. Withdrawal from the College course does not result in a withdrawal from the high school course.

t. 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 section for specific information: https://mynvccatalog.alamo.edu/content.php?catoid=173&navoid=10926 .

10. ADVISING

To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2),, the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the School District 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.

b. 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 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 School counselor(s), each Student will receive advising on the five high school endorsements. The College will provide information on the AlamoINSTITUTES appropriate to the Student's selected career pathway. Each Student will select a high school endorsement and higher education 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 high school 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 School Counselor or School designee will work with the college advising staff or HSP staff member to review and register students into courses. Ultimately with the goal to make sure courses count towards the degree at a 4-year university of the Student's 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 the transfer process. 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=157&navoid=9481. 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 or all degree plans within the Universities in the Alamo Colleges District Transfer Compact. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, it is highly recommended that the College, School District, School and Students communicate with the intended transfer institution to minimizing loss of applicable college course credits in the selected degree plan.

11. 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 includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each DUAL CREDIT 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. -The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
    1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
    2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.
    3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 dual credit 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.
    iii. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that

will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

12. FACULTY

a. All instructors teaching dual credit courses 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 School site must be approved and hired as faculty by the College prior to teaching dual credit courses. The faculty credentialing process used by the College for faculty on the College site will apply for faculty on the School site. The College will designate staff in the respective discipline to supervise and evaluate the faculty on the School site using the same or comparable procedures used with faculty on the College site.

b. Faculty on the School site will be evaluated at least annually by the College or on a comparable schedule as Faculty on the College site.

c. All Faculty, regardless of where the delivery of instruction occurs, must adhere to applicable Alamo Colleges District and College 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/ .

d. 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 School Principal or designee 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 compensation for the period of service of the identified instructor. Where a teacher cannot be identified by the College and School District, the School District 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. If neither party can find

a credentialed instructor to instruct the course, students will not receive credit and the transcript record will be removed.

e. Instructors teaching dual credit courses at the School will be either high school teachers credentialed by the respective College Faculty 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.

f. Student evaluation of instruction takes place each semester and will be a part of the faculty annual evaluation process, regardless of where the dual credit courses are offered. 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, as well as those required by the Texas Education Agency.

g. Faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (Herein referred to as "SLOs"). Faculty based at the School site must upload course syllabi onto Concourse, the College's official reporting system.

h. Dual Credit classes may include both ECHS/PTECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.

i. At the end of each semester, all faculty, regardless of where the instruction is delivered, must submit the End of Semester Clearance report to the designated College department chair by the final grade deadline.

j. To adhere to the requirements of Texas Education Code Section 51.974, all faculty will publish, by the first day of class, a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by faculty are maintained.

13. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide School staff responsible for providing guidance to students on courses yielding dual credit, enrolling students into dual credit courses or any other facet of responsibility related to dual credit programming with release time to attend professional development sessions offered by the College. The College will confer with School District and School Administration to schedule the professional development sessions to the extent that session logistics allow. The professional development sessions will include topics on issues impacting students taking dual credit college level courses while in high school, such as 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 and degree applicability. 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 School 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. Sessions may be delivered in either face to face or online formats. 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.

14. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE SCHOOL SITE

The College and School District will provide professional development opportunities to their respective faculty in accordance with their respective institutional policies. The College will provide professional development in critical thinking, leadership, student engagement, discipline-specific topics and other areas deemed necessary.

The School District will provide its faculty hired as College Adjunct Instructors the necessary time to participate in professional development identified by the College. College Adjunct Instructors and Faculty teaching on the College site shall engage in equivalent professional development. . In instances where Adjunct Instructors are contracted outside the hiring deadlines, the department Chair will assign a College Faculty in the respective discipline to assist during the first college semester transition.

15. SCHOOL CALENDAR

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

The instructional calendar for the high school portion of the School 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 Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the State Student assessment requirements to ensure said assessments are administered without penalty. The School District, School and College will ensure that the School calendar accounts for the required per-semester contact hours for courses. When the instructional delivery is on the College site, it may be necessary for Students to attend classes on days when the School District is closed (*e.g.*, different holiday closures). When Students take classes at the College scheduled on days when School is closed, the School District will ensure that at least one staff member with administrative authority be on call and available to be reached by the College's Office of High School Programs or other College staff in case of emergency. The designated School staff member will have access to Student emergency contact information. When students take courses online, students are still responsible for submitting assignments as per deadlines designated by professors.

While the College agrees to make scheduling 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 are met.

16. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the Dual Credit programs as applicable.

b. 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 School will convert the college course grades according to its grading procedures. The College's Office of High School Programs will provide the School with academic progress or grade status at mid-semester for their respective Students enrolled in Dual Credit courses. 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 high school 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 School personnel are responsible for advising Students concerning academic progress in high school courses and the College is responsible for such advising for college courses. The School 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 returns 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://mynvccatalog.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 School's student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit it to SACSCOC. It will begin the process of creating the corresponding prospectus to outline degree requirements that the School will pursue. The College will provide the School a schedule of when supporting documentation is required from the School. The School District and School 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 faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the School.

f. 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://mynvccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance

17. STUDENT SAFETY

The Parties agree that when a Student attending a College facility expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the Student does not pose a threat to self or others. The College will prioritize transitioning management of the issue to School District, the parent / guardian of the student or the most appropriate authority or entity to address the crisis at hand. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

When on the College campus, 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 Students in Dual Credit programs, into emergency alert messages. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the system of record.

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

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

18. STUDENT CONDUCT

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 the College, shall be in conformity with the Codes of student conduct of the Parties. All 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 Catalog at https://mynvccatalog.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 another of complaints against a 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 any College facility. 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. 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. Students may be sanctioned the same as other post-secondary 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, Alamo Colleges 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.

19. STUDENT SUPPORT SERVICES

The Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School 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 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, School and College. To promote academic success, the Parties will provide academic support services as may be needed. The School counselor and its designee will work to ensure 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.

20. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

Students may participate in age-appropriate activities on the College campus so long as participation does not interfere with the academic requirements of the School. From time to time, Students may be assigned to off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. 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 other post-secondary college students is strictly prohibited.

21. STUDENT DATA SHARING

Parties agree to share student data for the purpose of administering and managing the participating Dual Credit programs. 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 participating Dual Credit programs. Each Party shall also promptly notify the other of any onsite or offsite behaviors of Students participating in any Dual Credit program 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 of 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 as school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the School 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 Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, 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 Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons. With respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

22. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, 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 Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

23. TRANSCRIPTION OF COLLEGE CREDIT

College credit for each 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 School 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/.

24. 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 DUAL CREDIT 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 Dual Credit 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, TSIA readiness by grade level, 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. Texas Education Code Sections 28.009 (b-1) and (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 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 Dual Credit program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with dual credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

    iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester

and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

30. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

31. TERMINATION OF THE MOU

Either Party may terminate this MOU through written notice to the other party given not later than the last calendar day in December and to be effective for the ensuing academic fall semester. In the event of termination, the School District, School and College will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the authorized representatives from both Parties as listed herein.

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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

33. FOOD SERVICES

The School District will provide for all applicable Student meals as required by State and Federal law and School District rules and procedures as applicable when students attend a College site.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 ISD
514 W. Quincy Street
San Antonio, TX 78212
ATTN: Superintendent of Schools
jaquino1@saisd.net

College:
ATTN: College President
1819 N. Main Avenue
San Antonio, TX 78212
ngonzalez-dejesu@alamo.edu

Alamo Colleges District:
Alamo Colleges District
ATTN: Vice Chancellor of Academic Success
2222 N. Alamo St.
San Antonio, TX 78215
grailey@alamo.edu

Alamo Colleges District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
dst-legal@alamo.edu

39. NON-APPROPRIATION

The Parties hereto acknowledge that College and School 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 School 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.

40. 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.

41. 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.

42. RELATIONSHIP

The relationship of the School 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 and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

APPROVED
By Ross Laughead at 2:07 pm, May 12, 2023

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Naydeen Gonzalez-De Jesus Date
College President
San Antonio College

By: _____ _____
Dr. George Railey, Jr. Date
Vice Chancellor for Academic Success

SAN ANTONIO ISD

By: _____ _____
Dr. Jaime Aquino Date
Superintendent of Schools

2023-2026
DUAL CREDIT MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN ANTONIO ISD

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 ISD (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its High Schools (herein referred to as the "School"), enter the following Memorandum of Understanding (herein referred to as "MOU") to facilitate the cooperation between the College and the School in the provision of instruction in which an eligible high school student (herein referred to as "Student") enrolls in college courses and receives credit for the courses from both the college and high school (herein referred to as "Dual Credit") for their School. 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.

Each School will have a College from the Alamo Colleges District designated as its primary provider. The High School will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if School plans to offer courses at the School site location. Where courses are offered by a College from the Alamo Colleges District other than the Primary College, a separate MOU will be executed with each Secondary College. Primary and Secondary Colleges will be published on the Alamo Colleges District – High School Programs web site at: https://www.alamo.edu/hsprograms.

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).

1. **TERM**
   The Initial Term of this MOU shall be September 1, 2023-August 31, 2026. The College shall have the right to initiate a negotiated revision of this MOU prior to commencement of each academic year during the term hereof. The College will define all deadlines for the actions defined in this agreement and will be communicated to the School through the College's Office of High School Programs.

2. **APPLICABLE LAW**

The Parties agree to operate 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 (herein referred to as "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, 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) Texas Education Agency ("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 SACSCOC.

The Parties agree to operate in compliance with applicable College and School District board policies and procedures that may be agreed upon by the Parties. The Parties agree to comply with all requirements from TEA and any additional requirements for the Dual Credit program adopted by the Texas Higher Education Coordinating Board ("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 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 THECB 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.

A report required by this section 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 the Workforce Education Course Manual or its successor adopted by the THECB; or

the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB;

(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and

(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College Disability Support Services (herein referred to as "DSS") 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.

A Student enrolled in any dual credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:
https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations.

The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The 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 the School District.

5. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the School District will ensure that documentation summarizing collaboration and outreach efforts of College and School District will be readily available and posted.

b. Once fully executed, this MOU will be posted to the School District and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the School District and the College web sites.

   i. Documentation summarizing collaboration and outreach efforts of Institutions of Higher Education 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 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

6. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. 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, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: 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. Upon enrolling in the Dual Credit program, each student's general directory information will be subject to the Texas Public Information Act.

a. School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. 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 School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

7. 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 Students.

a. Texas Education Code § 51.9685 (c-2) requires that a student 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. The 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.

c. The Student will participate in dual credit courses receiving both high school and college credit.

d. The Students will have the same access to student services and facilities as post-secondary 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 Students may gain access on the College campus to the unrestricted internet access afforded to post-secondary College students. See Student Safety section herein.

8. DUAL CREDIT INFORMATION SESSIONS

The School District will inform students while in middle school and at each high school grade level annually of dual credit opportunities.

a. The information sessions may include:
   i. A web page or link on the School District's or School's website that will provide Dual Credit admissions information;
   ii. Presentations of Dual Credit programs with materials available to all students interested in participating;
   iii. Meetings with middle school counselors, as applicable, to discuss the Dual Credit program options and answer questions;
   iv. Student/parent meetings held at middle school campuses so the School and College can explain the opportunities and total commitment required of 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 College will require all Students to submit a Student/Parent Consent form upon entry into the program. The School will have each student and a parent or guardian sign the consent form defining the requirements and expectations of the Dual Credit program. The School will maintain all consent forms documents and provide an electronic copy of said to the College.
   vii. To adhere to the requirements set forth by HB1638, the College and the School will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. Students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

c. The School is responsible for ensuring that all Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the Dual Credit program. The School will safeguard all vaccination documents and provide an electronic copy of said to the College upon request. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

9. CURRICULUM

a. The School shall administer the TSIA college placement exam to all prospective Students or refer Students interested in taking Dual Credit courses to the College's Testing Center, if the School is not a College Board testing site, prior to submitting their name to the College Office of High School Programs for enrollment into courses requiring specific TSIA scores, abiding by the rules set forth by the College Board and the College. Students must attain TSIA scores aligned with the courses in their selected degree plan to ensure appropriate college level placement, assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The School shall implement a plan for TSIA success, including academic preparation classes for Students. The School will provide academic interventions for Students who do not pass TSIA. Such Students will be administered the identified interventions prior to retesting any portion of the TSIA that was not mastered with required score(s).

c. The School District will share the results from TSIA administered via School District - College Board approved test sites and electronically submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA scores will be electronically uploaded into the College's official system of records. The College agrees to adhere to the confidentiality requirements of FERPA. The College will use students' TSIA assessment score data exclusively for official College business.

d. The College Academic Chairs, along with the School Principal or designee, will be responsible for developing and refining a clear and coherent academic program across the two institutions for curriculum alignment for Students participating in the Dual Credit program.

e. Texas Education Code Section. 51.96852 requires each institution of higher education to 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 THECB under Texas Education Code Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB.
   (3) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

f. SACSCOC 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.

g. To adhere to the requirements set forth 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 School, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form and the respective syllabi. The form will include the length of the course, and approved textbook(s) and/or instructional materials/AlamoBooks+ that will be required for Students to use in their respective courses. The course agreement requirement for the School extends to designation of academic and workforce courses for Traditional Dual Credit. College, School District and School shall ensure that a dual credit course and the corresponding college course offered at the School are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements for each College course. The School District will identify the TEKS or PEIMS Identification Number that aligns with each College course.

h. The College will provide the School District and School the minimum number of instructional minutes required to meet the contact hour requirement, per course, taught on the School site.

i. Texas Education Code Section 28.009(b-2) (6) requires that the School District and the College consider the use of free or low-cost open educational resources in courses offered as dual credit, which when available are specified in the applicable course agreement. See also Section 11 – Course Materials.

j. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course, but not later than the start of the first instructional day that course is delivered. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher or chair makes changes to the current Instructional Materials. For course sections taught at the School, 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, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 11- Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum or verification that both parties agree to the change in instructional materials.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 11 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.

l. The College will provide the School District information about the Alamo Academies work-based learning programs spanning the junior and senior years, so that students are aware of its opportunities. A student enrolling in the Alamo Academies-will follow the prescribed courses as listed in the selected degree plan. The course hour limitations for all Dual Credit programs, including the Alamo Academies, is limited to 14 courses. A Student considering enrollment in the Alamo Academies during the junior year should limit Dual Credit courses taken during their freshman and sophomore years to avoid accumulation of credit hours which could prevent a student from completing the Alamo Academies program plan. The College will ensure that Students are not enrolled into Dual Credit courses outside those listed in the selected degree plan to avoid adverse consequences in the Student's subsequent educational pathway.

m. The College is responsible for 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. Students will participate in college-level work and will be subject to material deemed college level. The School District and School are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The Department Chairs and respective Academic 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, and the College.

n. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These educational resources are intended to support learning and meet the Student Learning Outcomes and comply with requirements from SACSCOC and state standards.

o. The School District will ensure that technology devices or resources are available to the Students so they may successfully access the required course content and educational resources. Internet accessibility, and the use of technical means to manage, restrict or prohibit the access of specific web sites, software, or other educational resources, should be enabled, vetted and coordinated by technical staff from both the School District and College to ensure that the Students taking dual credit courses may have the same successful academic experience as those on the College facilities. In the event that the School District or School are unable to provide technology devices or resources to meet the required technical requirements for the Dual Credit courses to be delivered through the School, the School District, School Principal or designee will coordinate with designees from the College to identify possible solutions.

p. To enroll in any college-level course, Students must meet all of the 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 or identified College staff member and the School Principal or designee will determine the

forms of assistance and remediation that may be needed by a student in order to meet enrollment requirements for any college-level course.

q. The College maintains a defined process for Students to withdraw from Dual Credit courses. Approval by the College or faculty of record is required to process Student withdrawal requests following the census date for the respective part of term. Once processed, the withdrawal will appear on the Student's College transcript.

r. Census rolls document the Students enrolled in all classes. Failure to list a Student on the census roll by the College's deadline will result in the Student's ineligibility to receive a grade in the respective course. The College requires students to be officially enrolled by the part of term's census date, to meet the number of contact hours required for the respective course and to complete all required assignments to be eligible to receive credit in the form of a grade.

s. The College maintains deadlines for drop requests from all courses. Students enrolled in a course following the drop deadline will receive the grade earned on their transcript. The faculty or School Counselor should advise a Student performing poorly in any Dual Credit course of the value of dropping that course before its drop deadline to avoid recording a poor grade. The School Counselor will contact the College's Office of High School Programs to initiate a timely Student drop request should the Student agree to withdrawal. Withdrawal from the College course does not result in a withdrawal from the high school course.

t. 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 section for specific information: https://mynvccatalog.alamo.edu/content.php?catoid=173&navoid=10926 .

10. ADVISING

To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2),, the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the School District 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.

b. 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 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 School counselor(s), each Student will receive advising on the five high school endorsements. The College will provide information on the AlamoINSTITUTES appropriate to the Student's selected career pathway. Each Student will select a high school endorsement and higher education 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 high school 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 School Counselor or School designee will work with the college advising staff or HSP staff member to review and register students into courses. Ultimately with the goal to make sure courses count towards the degree at a 4-year university of the Student's 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 the transfer process. 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=157&navoid=9481. 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 or all degree plans within the Universities in the Alamo Colleges District Transfer Compact. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, it is highly recommended that the College, School District, School and Students communicate with the intended transfer institution to minimizing loss of applicable college course credits in the selected degree plan.

11. 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 includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each DUAL CREDIT 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 textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught. School Districts are responsible for payment and will 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 Alamo Colleges District. -The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement 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 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 Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day.

a. For course sections taught at the School District:
    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 each 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.
vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
    1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
    2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBooks+.
    3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

c. For DUAL CREDIT 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 School District** of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments. Enrollment of DUAL CREDIT 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 dual credit 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.
    iii. Responsibilities of the School include:
        1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
        2) The School will be billed the Alamo Colleges District contracted rate for the ALAMOBook+.
        3) The School is required to work with the students to ensure that the students properly return all instructional materials as required.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that

will have Instructional Materials Charges and the current cost of the Instructional Materials as per AlamoBooks+. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the materials.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School 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. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

12. FACULTY

a. All instructors teaching dual credit courses 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 School site must be approved and hired as faculty by the College prior to teaching dual credit courses. The faculty credentialing process used by the College for faculty on the College site will apply for faculty on the School site. The College will designate staff in the respective discipline to supervise and evaluate the faculty on the School site using the same or comparable procedures used with faculty on the College site.

b. Faculty on the School site will be evaluated at least annually by the College or on a comparable schedule as Faculty on the College site.

c. All Faculty, regardless of where the delivery of instruction occurs, must adhere to applicable Alamo Colleges District and College 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/ .

d. 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 School Principal or designee 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 compensation for the period of service of the identified instructor. Where a teacher cannot be identified by the College and School District, the School District 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. If neither party can find

a credentialed instructor to instruct the course, students will not receive credit and the transcript record will be removed.

e. Instructors teaching dual credit courses at the School will be either high school teachers credentialed by the respective College Faculty 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.

f. Student evaluation of instruction takes place each semester and will be a part of the faculty annual evaluation process, regardless of where the dual credit courses are offered. 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, as well as those required by the Texas Education Agency.

g. Faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (Herein referred to as "SLOs"). Faculty based at the School site must upload course syllabi onto Concourse, the College's official reporting system.

h. Dual Credit classes may include both ECHS/PTECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.

i. At the end of each semester, all faculty, regardless of where the instruction is delivered, must submit the End of Semester Clearance report to the designated College department chair by the final grade deadline.

j. To adhere to the requirements of Texas Education Code Section 51.974, all faculty will publish, by the first day of class, a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by faculty are maintained.

13. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide School staff responsible for providing guidance to students on courses yielding dual credit, enrolling students into dual credit courses or any other facet of responsibility related to dual credit programming with release time to attend professional development sessions offered by the College. The College will confer with School District and School Administration to schedule the professional development sessions to the extent that session logistics allow. The professional development sessions will include topics on issues impacting students taking dual credit college level courses while in high school, such as 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 and degree applicability. 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 School 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. Sessions may be delivered in either face to face or online formats. 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.

14. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE SCHOOL SITE

The College and School District will provide professional development opportunities to their respective faculty in accordance with their respective institutional policies. The College will provide professional development in critical thinking, leadership, student engagement, discipline-specific topics and other areas deemed necessary.

The School District will provide its faculty hired as College Adjunct Instructors the necessary time to participate in professional development identified by the College. College Adjunct Instructors and Faculty teaching on the College site shall engage in equivalent professional development. . In instances where Adjunct Instructors are contracted outside the hiring deadlines, the department Chair will assign a College Faculty in the respective discipline to assist during the first college semester transition.

15. SCHOOL CALENDAR

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

The instructional calendar for the high school portion of the School 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 Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the State Student assessment requirements to ensure said assessments are administered without penalty. The School District, School and College will ensure that the School calendar accounts for the required per-semester contact hours for courses. When the instructional delivery is on the College site, it may be necessary for Students to attend classes on days when the School District is closed (*e.g.*, different holiday closures). When Students take classes at the College scheduled on days when School is closed, the School District will ensure that at least one staff member with administrative authority be on call and available to be reached by the College's Office of High School Programs or other College staff in case of emergency. The designated School staff member will have access to Student emergency contact information. When students take courses online, students are still responsible for submitting assignments as per deadlines designated by professors.

While the College agrees to make scheduling 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 are met.

16. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the Dual Credit programs as applicable.

b. 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 School will convert the college course grades according to its grading procedures. The College's Office of High School Programs will provide the School with academic progress or grade status at mid-semester for their respective Students enrolled in Dual Credit courses. 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 high school 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 School personnel are responsible for advising Students concerning academic progress in high school courses and the College is responsible for such advising for college courses. The School 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 returns 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://mynvccatalog.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 School's student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit it to SACSCOC. It will begin the process of creating the corresponding prospectus to outline degree requirements that the School will pursue. The College will provide the School a schedule of when supporting documentation is required from the School. The School District and School 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 faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the School.

f. 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://mynvccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance

17. STUDENT SAFETY

The Parties agree that when a Student attending a College facility expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the Student does not pose a threat to self or others. The College will prioritize transitioning management of the issue to School District, the parent / guardian of the student or the most appropriate authority or entity to address the crisis at hand. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

When on the College campus, 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 Students in Dual Credit programs, into emergency alert messages. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the system of record.

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

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

18. STUDENT CONDUCT

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 the College, shall be in conformity with the Codes of student conduct of the Parties. All 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 Catalog at https://mynvccatalog.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 another of complaints against a 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 any College facility. 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. 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. Students may be sanctioned the same as other post-secondary 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, Alamo Colleges 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.

19. STUDENT SUPPORT SERVICES

The Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School 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 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, School and College. To promote academic success, the Parties will provide academic support services as may be needed. The School counselor and its designee will work to ensure 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.

20. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

Students may participate in age-appropriate activities on the College campus so long as participation does not interfere with the academic requirements of the School. From time to time, Students may be assigned to off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. 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 other post-secondary college students is strictly prohibited.

21. STUDENT DATA SHARING

Parties agree to share student data for the purpose of administering and managing the participating Dual Credit programs. 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 participating Dual Credit programs. Each Party shall also promptly notify the other of any onsite or offsite behaviors of Students participating in any Dual Credit program 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 of 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 as school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the School 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 Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, 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 Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons. With respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

22. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, 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 Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

23. TRANSCRIPTION OF COLLEGE CREDIT

College credit for each 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 School 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/.

24. 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 DUAL CREDIT 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 Dual Credit 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, TSIA readiness by grade level, 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. Texas Education Code Sections 28.009 (b-1) and (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 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 Dual Credit program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. 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 for cost associated with dual credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School Districts by Course Agreement opts to have its students participate in AlamoBooks+, the School District shall pay the cost per credit hour as determined by the stated contract price between Alamo College District and its contracted textbook provider then in effect, as well as for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site 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.

f. 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 student enrollments per College census dates.

    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 third full week of April 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 count of the said course section, 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April 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 to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

    iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 11 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by first week in February for the Fall semester

and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

30. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

31. TERMINATION OF THE MOU

Either Party may terminate this MOU through written notice to the other party given not later than the last calendar day in December and to be effective for the ensuing academic fall semester. In the event of termination, the School District, School and College will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the authorized representatives from both Parties as listed herein.

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 off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

33. FOOD SERVICES

The School District will provide for all applicable Student meals as required by State and Federal law and School District rules and procedures as applicable when students attend a College site.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 ISD
514 W. Quincy Street
San Antonio, TX 78212
ATTN: Superintendent of Schools
jaquino1@saisd.net

College:
ATTN: College President
1801 Martin Luther King Dr.
San Antonio, TX 78203
aloston@alamo.edu

Alamo Colleges District:
Alamo Colleges District
ATTN: Vice Chancellor of Academic Success
2222 N. Alamo St.
San Antonio, TX 78215
grailey@alamo.edu

Alamo Colleges District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
dst-legal@alamo.edu

39. NON-APPROPRIATION

The Parties hereto acknowledge that College and School 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 School 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.

40. 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.

41. 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.

42. RELATIONSHIP

The relationship of the School 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 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

APPROVED
By Ross Laughead at 2:07 pm, May 12, 2023

By: _____ _____
Dr. Adena William Loston — Date
College President
St. Philip's College

By: _____ _____
Dr. George Railey, Jr. — Date
Vice Chancellor for Academic Success

SAN ANTONIO ISD

By: _____ _____
Dr. Jaime Aquino — Date
Superintendent of Schools

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval to Use Communities in Schools Therapists to Fulfill the Bexar County American Rescue Plan Act (ARPA) Grant Requirement for the 2023-2024 School Year**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Victoria Bustos, Executive Director of Student & Academic Support Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the use of Communities in Schools therapists to fulfill the Bexar County American Rescue Plan Act (ARPA) grant requirement of providing Licensed Professional Counselors (LPCs), or LPC Associates to implement therapeutic counseling at the following identified middle school campuses: Davis, Harris, Hot Wells, Longfellow, Lowell, Poe, Tafolla, Rhodes, Rogers, and Whittier. Due to their smaller size, Lowell and Rogers Middle Schools will split a therapist. Therapists will provide individual and/or group counseling at their assigned campus as well as after school family counseling as needed.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the use of Communities in Schools therapists to fulfill the ARPA grant requirement as presented for 2023-2024 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

This will be funded through the Bexar County ARPA Grant, which has been awarded to SAISD in the amount of approximately $3,156,918.72 through December 31, 2026.

IV. 2023 - 2024 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.

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student & Academic Support Services
Board Meeting Date:	July 17, 2023
Agenda Title:	Approval to Use Communities in Schools Therapists to fulfill the Bexar County American Rescue Plan Act (ARPA) Grant Requirement for the 2023-2024 School Year
Presenter:	Victoria Bustos, Executive Director
Cost and Funding Source:	Funded through the Bexar County ARPA Grant, which has been awarded to SAISD in the amount of approximately $3,156,918.72 through December 31, 2026. SY23-24: $792,000,00
If no cost to the District, what is the approximate value of goods/services being provided?	
This MOU addresses the following:	☐Academics ☐Attendance XBehavior XMental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
5,480	0	10	$144.52		$79,200

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? XYes ☐ No School Mental Health encompasses a continuum of practices to promote behavioral development and wellbeing of students. SAISD will contract with Community In Schools-San Antonio to provide qualified therapists with an Licensed Professional Counselor (LPC), or LPC associate. This is funded via the Bexar County ARPA Grant. Therapists will service SAISD middle schools.

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement ("Agreement") for the period indicated herein during school year 2023-2024, by and between the **San Antonio Independent School District** (hereinafter referred to as "SAISD"), and **Communities In Schools of San Antonio** (hereinafter referred to as "CIS-SA"), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of an on-campus clinical counseling project (hereinafter referred to as "CIS-SA Project Access") on all 10 Middle School SAISD campuses served by CIS-SA. The Superintendent of Schools, Dr. Jamie Aquino, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from August 1, 2023 through July 31, 2024. This Service Delivery Agreement may be terminated by either party by providing thirty days written notice of termination to the other party. If SAISD terminates the contract, compensation and services shall cease; except, however, CIS-SA shall be entitled to receive compensation for work completed, satisfactory to SAISD, to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services actually performed.

2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SAISD policies and regulations, with the condition that more restrictive SAISD policies and regulations (Legal and Local) have priority application under the terms of this agreement. CIS-SA services shall not conflict with SAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or "casual" Friday.

3. The CIS-SA site staff, the school Principal, and the school's site-based decision-making committee shall proceed in a joint collaboration of services between the SAISD program and CIS-SA Project. Communication between these entities will be ongoing to address case management and other programmatic issues.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide to identified students a program of services which includes: a. Counseling and/or Supportive Guidance; b. Education and Academic Enhancement Activities; c. Parental and Family Involvement Activities; d. Health and Social Service Referrals; e. Pre-Employment Skills Training and Career Awareness Activities; and f. Educational and Cultural Enrichment Opportunities. CIS-SA staff cannot fulfill duties that are normally assigned to school personnel (administrative, clerical or otherwise). During state mandated testing CIS-SA services will be available to support the school with any student and family issues that may arise.

2. CIS-SA Project may provide to the school additional personnel and resources for the benefit of students. The personnel and resources, as approved by both SAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.

3. CIS-SA will provide, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. This Service Delivery Plan will provide all parties with an outline of Project activities that are aligned to the individual campus needs, to be undertaken in the upcoming semester.

4. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.

5. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.

6. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SAISD district policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are

carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with the mutually agreed Service Delivery Plan. Any agency repositioned staff will be approved by SAISD and CIS-SA before the assignment to a designated Project. CISSA will not be entitled to file grievances under SAISD's Board policies

7. CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.

8. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator as required by Section 38.010 of the Texas Education Code, before **on-going** services are rendered.

9. CIS-SA agrees to conduct criminal history background investigations for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. CIS-SA will provide a letter certifying all relevant CIS-SA personnel have been fingerprinted. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by SAISD.

C. SAISD agrees to undertake the following:

1. SAISD will provide $792,000.00 in service delivery fees to CIS-SA, with payments of $79,200.00 to be made on a monthly basis, over 10 months, from September 1, 2023 to June 1, 2024, for the term of this Agreement to Communities In Schools of San Antonio, 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217. In the event of a staff vacancy at a campus of two weeks or greater, no payment for that campus will be due for that month. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered. The SAISD authorized point of contact for all billing and invoicing needs is:
NAME:_____
TITLE:_____
ADDRESS:_____
EMAIL:_____

2. SAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet

capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SAISD will provide a secure office space conducive to accommodate confidential services.

3. Approval of the CIS-SA Fall, Spring & Summer Service Delivery Plan will be made within two weeks of submittal to the Principal.

4. Each Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.

5. In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under paragraph B(7) above. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.

6. SAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.

7. The Campus counselor and/or designee will conduct Coordination of Services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.

8. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian.

9. Pursuant to FERPA implementing regulations at 34 CFR 99.7(a)(3)(iii) and 99.31(a)(1)(i), each school district that participates in a CIS program shall designate CIS as a School Official/Agent of the School so that CIS-SA staff may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.

10. Using a pretest/posttest measure, as well as other data that CIS-SA typically collects, CIS-SA will be able to evaluate the CIS-SA Project on these campuses. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health. The evaluation tool will be administered by the student's CIS-SA Site Coordinator at the beginning of the semester, prior to case management services, and then after the school year is completed. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool.

11. The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.

12. SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

13. The CIS-SA Projects will be included in the Campus Improvement Plan.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

By _____
President/CEO

Date of Approval: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By _____
Superintendent

Date of Approval: _____

Schedule C: SAISD agrees to undertake the following:

SAISD will provide $792,000.00 in service delivery fees to CIS-SA, with payments of $79,200.00 to be made on a monthly basis, over 10 months, from September 1, 2023 to June 1, 2024 for the term of this Agreement to Communities In Schools of San Antonio, 11045 Cheever Blvd., Suite 201, San Antonio, TX 78217. In the event of a staff vacancy at a campus of two weeks or greater, no payment for that campus will be due for that month. Invoices are due and payable within 30 days. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered.

CIS-SA services have been designated for the following schools 2023-24 school year:

	FY23 (2023-2024)
# of FTEs from Bexar County ARPA Funds	**9**
Schools with # FTEs	Davis (1) Harris (1) Hot Wells (1) Longfellow (1) Lowell (.5) Poe (1) Rhodes (1) Rogers (.5) Tafolla (1) Whittier (1)
ARPA Investment	**$792,000.00**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio for the 2023-2024 School Year**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Victoria Bustos, Executive Director of Student and Academic Support Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Service Delivery Agreement between SAISD and Communities in Schools of San Antonio (CIS-SA) for the 2023-2024 school year.

The CIS-SA project will provide traditional site-based services in a total of 81 SAISD sites that will be served through CIS, as illustrated in Schedule C. As part of this model, Communities in Schools will provide access to licensed clinicians at SAISD high schools. Clinicians specializing in school age parenting and domestic/family violence support will be included through their service delivery programming.

This plan represents an increase in the number of clinical support staff by eleven.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Service Delivery Agreement between SAISD and CIS-SA as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded with ESSER funds in the amount of approximately $5,476,180.00

IV. 2023 - 2024 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.

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student and Academic Support Services
Board Meeting Date:	July 17, 2023
Agenda Title:	Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio for the 2023-2024 SY
Presenter:	Victoria Bustos, Executive Director, Student & Academic Support Services
Cost:	To be funded with ESSER funds in the amount of approximately $5,476,180.00
This MOU addresses the following:	☒Academics ☒Attendance ☒Behavior ☒Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
34,830	0	81 sites	$157.23	0	$67,607.16

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 Communities in Schools of San Antonio provides a vast array of services along the multi-tiered system of support. Universal services for SAISD students include programs like school supply drives, parent/caretaker back to school nights, field trips and attendance incentives. CIS case managed 4,770 students and provided Tier 1 services to over 120,896 students in 2022-2023SY. As part of leveraging social and emotional support SAISD will continue the partnership agreement with Communities in Schools of San Antonio at 81 sites for the 2023-2024 school year.

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement ("Agreement") for the period indicated herein during school year 2023-2024, by and between the **San Antonio Independent School District** (hereinafter referred to as "SAISD"), and **Communities In Schools of San Antonio** (hereinafter referred to as "CIS-SA"), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of a CIS-SA Project on eighty SAISD campuses collectively referred to as "CIS-SA Projects." The Superintendent of Schools, Dr. Jamie Aquino, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from August 1, 2023 through July 31, 2024. This Service Delivery Agreement may be terminated by either party by providing thirty days written notice of termination to the other party. If SAISD terminates the contract, compensation and services shall cease; except, however, CIS-SA shall be entitled to receive compensation for work completed, satisfactory to SAISD, to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services actually performed.

2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SAISD policies and regulations, with the condition that more restrictive SAISD policies and regulations (Legal and Local) have priority application under the terms of this agreement. CIS-SA services shall not conflict with SAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or "casual" Friday.

3. The CIS-SA site staff, the school Principal, and the school's site-based decision-making committee shall proceed in a joint collaboration of services between the

SAISD program and CIS-SA Project. Communication between these entities will be ongoing to address case management and other programmatic issues.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide to identified students a program of services which includes: a. Counseling and/or Supportive Guidance; b. Education and Academic Enhancement Activities; c. Parental and Family Involvement Activities; d. Health and Social Service Referrals; e. Pre-Employment Skills Training and Career Awareness Activities; and f. Educational and Cultural Enrichment Opportunities. CIS-SA staff cannot fulfill duties that are normally assigned to school personnel (administrative, clerical or otherwise). During state mandated testing CIS-SA services will be available to support the school with any student and family issues that may arise.

2. CIS-SA Project may provide to the school additional personnel and resources for the benefit of students. The personnel and resources, as approved by both SAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.

3. CIS-SA will provide, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. This Service Delivery Plan will provide all parties with an outline of Project activities that are aligned to the individual campus needs, to be undertaken in the upcoming semester.

4. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.

5. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.

6. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SAISD district policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with the mutually agreed Service Delivery Plan. Any agency repositioned staff will be approved by SAISD and CIS-SA before the assignment

to a designated Project. CISSA will not be entitled to file grievances under SAISD's Board policies

7. CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.

8. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator as required by Section 38.010 of the Texas Education Code, before **on-going** services are rendered.

9. CIS-SA agrees to conduct criminal history background investigations for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. CIS-SA will provide a letter certifying all relevant CIS-SA personnel have been fingerprinted. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by SAISD.

C. SAISD agrees to undertake the following:

1. SAISD will provide $5,476,180.00 in service delivery fees to CIS-SA, with payments of $547,618.00 to be made on a monthly basis, over 10 months, from September 1, 2023 to June 1, 2024, for the term of this Agreement to Communities In Schools of San Antonio, 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217. In the event of a staff vacancy at a campus of two weeks or greater, no payment for that campus will be due for that month. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered. The SAISD authorized point of contact for all billing and invoicing needs is:
NAME:_____
TITLE:_____
ADDRESS:_____
EMAIL:_____

2. SAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SAISD will provide a secure office space conducive to accommodate confidential services.

3. Approval of the CIS-SA Fall, Spring & Summer Service Delivery Plan will be made within two weeks of submittal to the Principal.

4. Each Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.

5. In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under paragraph B(7) above. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.

6. SAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.

7. The Campus counselor and/or designee will conduct Coordination of Services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.

8. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian.

9. Pursuant to FERPA implementing regulations at 34 CFR 99.7(a)(3)(iii) and 99.31(a)(1)(i), each school district that participates in a CIS program shall designate CIS as a School Official/Agent of the School so that CIS-SA staff may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.

10. Using a pretest/posttest measure, as well as other data that CIS-SA typically collects, CIS-SA will be able to evaluate the CIS-SA Project on these campuses. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health. The

evaluation tool will be administered by the student's CIS-SA Site Coordinator at the beginning of the semester, prior to case management services, and then after the school year is completed. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool.

11. The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.

12. SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

13. The CIS-SA Projects will be included in the Campus Improvement Plan.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

By _____
President/CEO

Date of Approval: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By _____
Superintendent

Date of Approval: _____

Schedule C: SAISD agrees to undertake the following:

SAISD will provide $5,476,180.00 in service delivery fees to CIS-SA, with payments of $547,618 to be made on a monthly basis, over 10 months, from September 1, 2023 to June 1, 2024 for the term of this Agreement to Communities In Schools of San Antonio, 11045 Cheever Blvd., Suite 201, San Antonio, TX 78217. In the event of a staff vacancy at a campus of two weeks or greater, no payment for that campus will be due for that month. Invoices are due and payable within 30 days. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered.

CIS-SA services have been designated for the following schools 2023-24 school year:

	FY23 (2023-2024)
# of FTEs from Local Funds	**88**
Schools with # FTEs	ALA (1) Arnold (1) Barkley-Ruiz (.5) Baskin (1) Ball (1) Beacon Hill (1) Bowden (1) Brackenridge (2) (LMSW/MSW) Briscoe (1) Burbank (2) (LMSW/MSW) Cameron (1) Carrol (.5) Carvajal (1) CAST Med (1) CAST Tech (.5) Collins Garden (1) Cotton (1) Crockett (1) Davis (1) DeZavala (1) Douglass (.5) Edison (2) (LMSW/MSW) Fenwick Academy (1) Forbes Academy (.5) Foster Academy (.5) Fox Tech (1) Franklin (1) Gates (.5) Graebner (1) Green Elementary (.5) Hawthorne (1) Harris (1) Herff (1) Highlands (2) (LMSW/MSW)

	Highland Hills (1) Highland Park ES (1) Hillcrest (1) Hirsch (1) Hot Wells (1) Huppertz (1) Irving DL (.5) Japhet (1) Jefferson (2) (LMSW/MSW) JT Brack/JT Brack AEP (1) Kelly (.5) Lamar (1) Lanier (2) (LMSW/MSW) Longfellow (1) Madison (1) Margil (1) Maverick (1) Miller (1) Mission Academy (1) MLK Academy (.5) Neal (1) Ogden (.5) Pershing (1) Poe (1) Rhodes (1) Rodriguez Montessori (.5) Rogers Academy (1) Rogers (1) Sam Houston (2) (LMSW/MSW) Sarah King (1) Schenck (1) Smith (.5) Steele Montessori (.5) Stewart (1) Storm (.5) Tafolla (1) Travis ECHS (.5) Twain DL (.5) Washington (1) Wilson (1) Whittier (1) Woodlawn Academy (1) Woodlawn Hills ES (1) YMLA (1) YWLA Primary (.5) YWLA Secondary (.5)

	HS Clinical Counselors: (11)
Local Fund Investment	**$5,476,180**

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement ("Agreement") for the period indicated herein from October 2023 through September 2024, by and between the **San Antonio Independent School District** (hereinafter referred to as "SAISD"), and **Communities In Schools of San Antonio** (hereinafter referred to as "CIS-SA"), a nonprofit corporation located at 1045 Cheever Blvd., Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of a San Antonio Metropolitan Health Department (hereinafter referred to as "Metro Health") funded on-campus clinical counseling project (hereinafter referred to as "CIS-SA Project Access") on all SAISD campuses targeted for populations of teen-parents. Dr. Jaime Aquino, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from October 1, 2023 through September 30, 2024, unless sooner terminated. Thereafter, the agreement may be renewed, by mutual agreement by the parties hereof, for additional one (1) year periods. This Service Delivery Agreement may be terminated by either party by providing thirty (30) days' written notice of termination to the other party. If SAISD terminates the contract, services shall cease.

2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SAISD policies and regulations, with the condition that more restrictive SAISD policies and regulations (Legal and Local) have priority application under the terms of this Agreement. CIS-SA services shall not conflict with SAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or "casual" Friday.

3. Communication between CIS-SA Site Coordinator (where relevant), CIS-SA Project Access Staff and campus administration will be ongoing to address Project Access case

status and student needs.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide individual short-term mental health counseling to teen-age parent students, between the ages of 13 and 19, identified by the SAISD School-Age Parents Social Workers and CIS-SA site staff. Campus staff and administration may refer students to CIS-SA Site Coordinator (where available) for consideration for CIS-SA Project Access.

2. CIS-SA Project may provide to the school additional personnel and resources for the benefit of students. The personnel and resources, as approved by both SAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.

3. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.

4. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Site staff, under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.

5. CIS-SA staff shall follow procedures for disciplinary actions and grievances as outlined in the CIS-SA personnel policies and consistent with state law and SAISD policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with this agreement. Any agency repositioned staff will be approved by SAISD and CIS-SA before the assignment to a designated Project. CIS-SA staff will not be entitled to file grievances under SAISD's Board policies.

6. CIS-SA shall notify, as soon as practical, the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.

7. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or

managing conservator as required by Section 38.010 of the Texas Education Code and the contract with Metro Health before **on-going** services are rendered.

8. CIS-SA agrees to conduct criminal history background investigations for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. CIS-SA will provide a letter certifying all relevant CIS-SA personnel have been fingerprinted. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by SAISD.

C. SAISD agrees to undertake the following:

1. SAISD will provide a secure space on each campus with access to telephone service, copy and fax machines, access to available intranet and/or internet capabilities, and necessary equipment conducive to accommodate confidential services for students.

2. In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under paragraph B(7) above. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.

3. Each Principal shall provide the CIS-SA Staff with the names and responsibilities of the Campus Crisis Management Team and update that information continually.

4. SAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.

5. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian.

6. Pursuant to FERPA implementing regulations at 34 CFR 99.7(a)(3)(iii) and 99.31(a)(1)(i), each school district that participates in a CIS program shall designate CIS as a School Official/Agent of the School so that CIS-SA staff may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant

application

7. SAISD agrees to allow CIS-SA to provide student information and data to Metro Health to fulfill the requirements of the "Medicaid 1115 Waiver Program," which may include student ID, name, campus, grade, free lunch program status if applicable (for income determination), date of birth, address, zip code, phone number, race/ethnicity, gender, number of children, type of contraceptive method used if any, insurance coverage if any and dates of counseling sessions.

8. The school Principal and/or designee shall inform the CIS-SA Site staff in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site staff will be trained on all Campus Emergency Response Plans.

9. SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. To the extent permitted by law, each party to this Agreement shall indemnify the other for any claims arising solely from the intentional acts and/or negligence of the other Party's employees, agents or representatives.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

By _____
President/CEO

Date of Approval: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By _____
Superintendent

Date of Approval: _____

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement ("Agreement") for the period indicated herein from October 2023 through September 2024, by and between the **San Antonio Independent School District** (hereinafter referred to as "SAISD"), and **Communities In Schools of San Antonio** (hereinafter referred to as "CIS-SA"), a nonprofit corporation located at 1045 Cheever Blvd., Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of a San Antonio Metropolitan Health Department (hereinafter referred to as "Metro Health") funded on-campus clinical counseling project (hereinafter referred to as "CIS-SA Project Access") on all SAISD campuses targeted for populations exposed to or impacted by domestic or family violence. Dr. Jaime Aquino, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from October 1, 2023 through September 30, 2024. This Service Delivery Agreement may be terminated by either party by providing thirty (30) days' written notice of termination to the other party. If SAISD terminates the contract, services shall cease. Unless either party gives notice as described above, this contract will automatically renew for successive one-year terms.

2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SAISD policies and regulations, with the condition that more restrictive SAISD policies and regulations (Legal and Local) have priority application under the terms of this Agreement. CIS-SA services shall not conflict with SAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or "casual" Friday.

3. Communication between CIS-SA Site Coordinator (where relevant), CIS-SA Project Access Staff and campus administration will be ongoing to address Project Access case status and student needs.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide behavioral mental health counseling sessions that address current inadequate access to care to school-age students and/or their families affected by domestic violence, identified by SAISD school counselors, the Handle With Care program or other healthcare professionals and CIS-SA site staff. Campus staff and administration may refer students to CIS-SA Site Coordinator (where available) for consideration for CIS-SA Project Access.

2. CIS-SA Project may provide to the school additional personnel and resources for the benefit of students. The personnel and resources, as approved by both SAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.

3. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.

4. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA staff, under the supervision of the CIS-SA Clinical Director and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.

5. CIS-SA staff shall follow procedures for disciplinary actions and grievances as outlined in the CIS-SA personnel policies and consistent with state law and SAISD policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with this agreement. Any agency repositioned staff will be approved by SAISD and CIS-SA before the assignment to a designated Project. CIS-SA staff will not be entitled to file grievances under SAISD's Board policies.

6. CIS-SA shall notify, as soon as practical, the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.

7. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or

managing conservator as required by Section 38.010 of the Texas Education Code and the contract with Metro Health before **on-going** services are rendered.

8. CIS-SA agrees to conduct criminal history background investigations for all agency staff pursuant to Texas Education Code §22.0834 and §22.08341. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. CIS-SA will provide a letter certifying all relevant CIS-SA personnel have been fingerprinted. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by SAISD.

C. SAISD agrees to undertake the following:

1. SAISD will provide a secure space on each campus with access to telephone service, copy and fax machines, access to available intranet and/or internet capabilities, and necessary equipment conducive to accommodate confidential services for students.

2. In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under paragraph B(7) above in accordance with applicable law and policy or procedure. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.

3. Each Principal shall provide the CIS-SA Staff with the names and responsibilities of the Campus Crisis Management Team and update that information continually.

4. SAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.

5. Pursuant to the Texas Education Code, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian.

6. Pursuant to FERPA implementing regulations at 34 CFR 99.7(a)(3)(iii) and 99.31(a)(1)(i), each school district that participates in a CIS program shall designate CIS as a School Official/Agent of the School so that CIS-SA staff may gather data on and provide services to students without written parent consent when acting at the request and

on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application

7. SAISD agrees to allow CIS-SA to provide student information and data to Metro Health to fulfill the requirements of the "CARES Act Program," which may include student ID, name, date of birth, address, zip code, telephone number, race/ethnicity, gender, school, grade, insurance coverage, school lunch status, and number/dates of counseling sessions, unless such provision of data is or becomes prohibited by applicable law.

8. The school Principal and/or designee shall inform the CIS-SA Site staff in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site staff will be trained on all Campus Emergency Response Plans.

9. SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. To the extent permitted by law, each party to this Agreement shall indemnify the other for any claims arising solely from the intentional acts and/or negligence of the other Party's employees, agents or representatives.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

By _____
President/CEO

Date of Approval: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By _____
Superintendent

Date of Approval: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Program Agreement and Affiliation Agreement Between SAISD and the University of Texas at Austin**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Kristen Williams, Executive Director for Disability Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Speech-Language Pathology Program Agreement and the Educational Experience Affiliation Agreement between SAISD and the University of Texas at Austin to provide practicum experience in the field of speech-language pathology to help their students prepare for the 21st century workforce as Speech-Language Pathologists. The university is accredited by the American Speech-Language Hearing Association. They support the instructional and clinical development of students in speech-language pathology. The primary goals of this partnership are to help University of Texas at Austin students attain evaluation and therapy experiences required for graduation and certification as a SLP-Intern and to attract SLPs, a high needs staffing role, as direct hires to SAISD.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the proposed agreements with the University of Texas at Austin as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District and are valued at approximately $35,370 per semester per intern.

IV. 2023 - 2024 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.

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability Services
Board Meeting Date:	July 17, 2023
Agenda Title:	Approval of the Program Agreement and Affiliation Agreement Between SAISD and the University of Texas at Austin
Presenter:	Dr. Kristen Williams, Executive Director for Disability Services
Cost and Funding Source:	Services are provided at no cost to the District and are valued at approximately $35,370 per semester per intern.
If no cost to the District, what is the approximate value of goods/services being provided?	
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
60-80	1-3 SLPs	3-6	0	0	0

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 The partnership is part of a long-term strategy to provide a first-class practicum program to Speech-Language Pathology (SLP) students to improve the quantity and quality of SLP applicants that apply with SAISD. This effort should lead to an increase of bilingual and monolingual SLPs, a high needs staffing role. Speech Services has current vacancies because of a nation-wide SLP shortage. Ongoing efforts to create partnerships with universities in and around Texas serve to train graduate students and recruit them to the public-school setting.

	By continuing to expand SAISD's relationships with in- and out-of-state universities, future SLPs can train in the district with the hope of eventual employment and the District has access to intern candidates who have already worked in and learned district processes and procedures the prior year.

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EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 1st day of July 2023, is between The University of Texas at Austin, ("University"), an institution of higher education and San Antonio Independent School District ("Facility"), a school district having its principal office at 514 W. Quincy Street, State of Texas 78212.

Recitals

A. Facility operates facilities located at 514 W. Quincy Street in the City of San Antonio, State of Texas 78212, and therein provides speech therapy services.

B. University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program").

C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.

4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

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b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

(1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.

(2) University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.

(3) No person shall act as Facility Liaison without the prior written approval of University.

(4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 4.c.

5. RESPONSIBILITIES OF UNIVERSITY. University will:

a. furnish Facility with the names of the students assigned by University to participate in the Program;

b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

c. designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. NOTICES. All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. ORAL REPRESENTATIONS. No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. AMENDMENT TO AGREEMENT. No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

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9. ASSIGNMENT. Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. TERM AND EFFECTIVE DATE. This Agreement shall continue in effect for an initial period ending five (5) years after the date and year stated in the first paragraph ("Term") unless earlier terminated under the terms of this Agreement. After such initial Term, this Agreement may be renewed for another 5 year term in a writing signed by both parties. Either party may terminate this Agreement by giving the other party 90 days prior written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 90 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. APPLICABLE LAW. The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

14. HIPAA. The parties agree that:

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");

b. to the extent that University students are participating in the Program, such students shall:

(1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;

(2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

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(3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

c. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

d. no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

UNIVERSITY:

DocuSigned by:
By: Linda Shaunessy
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Linda Shaunessy
Business Contracts Administrator

Date: 2023-04-21 | 11:12:51 PDT

FACILITY:

By: _____
Name: _____
Title: _____

Date: _____

APPROVED:

DocuSigned by:
Rajinder Koul
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Rajinder Koul, PhD, CCC-SLP, Chair
Dept. of Speech, Language and Hearing Sciences
Moody College of Communication
The University of Texas at Austin

Date: 2023-04-21 | 13:14:22 CDT

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SPEECH-LANGUAGE PATHOLOGY PROGRAM AGREEMENT
(Education Experience)

Recitals

A. The University of Texas at Austin ("University") and San Antonio Independent School District ("Facility") have previously executed an Affiliation Agreement dated effective on July 1, 2023; and

B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Master's in Speech, Language and Hearing Sciences with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Representative will design an educational experience in the Master's in Speech, Language and Hearing Sciences ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

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c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

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c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin on 07/01/2023 and end on 06/30/2028. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party. If such notice is given, this Agreement shall terminate: (a) at the end of such 30 days; or (b) when all students, enrolled in the Program at the time such notice is given, have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the foregoing, this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

UNIVERSITY:

DocuSigned by:
By: Linda Shaunessy
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Linda Shaunessy
Business Contracts Administrator
Date: 2023-04-21 | 11:12:51 PDT

FACILITY:

By: _____
Name: _____
Title: _____

Date: _____

APPROVED:

DocuSigned by:
Rajinder Koul
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Rajinder Koul, PhD, CCC-SLP, Chair
Dept. of Speech, Language and Hearing Sciences
Moody College of Communication
The University of Texas at Austin

Date: 2023-04-21 | 13:14:22 CDT

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval and Ratification of a Contract with William Jupp for Professional Consulting Services**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent of Schools

PRESENTER: Dr. Jaime Aquino

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve and ratify a contract with William Jupp for professional consulting services. Such services will include continuous school and community engagement and improvement of SAISD central office leaders, principals, and educators. The proposed contract is attached.

Acquisition of this type of professional service is not legally subject to a formal procurement process. However, under CH (LOCAL), all professional services contracts of this value are typically subject to an appropriate competitive process. But, CH (LOCAL) also permits the Board to authorize the Superintendent, on a one-time basis, to acquire professional services without the use of an otherwise appropriate competitive process if the Board finds that it is in the best interest of the District. Accordingly, it is hereby requested that the Board also authorize the Superintendent to acquire the services of William Jupp without using an otherwise competitive process required by CH (LOCAL).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board of Trustees hereby finds that it is in the best interest of the district to authorize the Superintendent of schools to acquire on a one-time basis, the professional services of William Jupp without the use of an otherwise required procurement process as permitted under local policy CH (LOCAL), to approve the contract herein presented, to ratify commencement of the contract retroactively to July 1, 2023 and to further authorize the Superintendent of schools to sign such contract in behalf of the district.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Local Funding: 199-41-6291-BJ-809-99-0-00 Approximately $175,000.00

IV. 2023 - 2024 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

PROFESSIONAL SERVICES AGREEMENT

The San Antonio Independent School District ("**SAISD**"), and *(insert Firm Name, Address, City/State, Zip)*
William Jupp, sole proprietor, 600 H Street NE, Apt 846, Washington, DC 20002
("**Provider**") enter into this Agreement for the provision of Professional Services. SAISD's point of contact for this Agreement is Jaime Aquino, Superintendent of Schools. Provider's point of contact for this Agreement is William Jupp. SAISD's point of contact is not authorized to make changes to executed contract(s).

1. SAISD agrees to engage Provider, and Provider agrees to perform, in a manner satisfactory to SAISD, the following Services: *(Specify, in detail below, the services to be performed, any deliverables to be provided by the Provider, etc.; Note: For a transaction involving both professional services and goods valued, inseparably, at $50,000 or more in the aggregate for a 12-month period, a competitive procurement process is required)*

See **Attachment A**, incorporated herein by reference.

2. The Services are to be performed on the following dates/times and locations: *(Specify the date(s), time(s), and location(s) of the performance of the service)*

Services to be provided on an as needed basis and as directed by SAISD; Services are performable at SAISD or remotely as expressly permitted by SAISD.

SAISD agrees to pay Provider a fee not to exceed **$175,000**, as compensation for the foregoing Services satisfactorily rendered. Provider shall not be paid in advance. The fee shall be paid in equal monthly installments over the term after a monthly invoice is received from Provider. Payment will be prorated for partial months. This Agreement will be in effect beginning July 1, 2023, and automatically end on June 30, 2024, unless sooner terminated by either party pursuant to the terms hereof.

Provider will comply with applicable Local, State and Federal Grant rules, regulations, terms and provisions for program and financial administration and management pertaining to contracts awarded through Local, State and/or Federal Grants in performing under this Agreement.

Is this Agreement supported by a Grant? [ ] Yes [xNo (check one only). If yes, provide Grant Name and Grant Agency: _____.

SAISD reserves the right to disallow expenditure(s) or payment requests not complying with Grant program objectives/requirements, or Local, State and/or Federal guidelines, without penalty to SAISD or further obligation to the Provider. Provider agrees to provide a full accounting and details for all expenditures, as may be required by the local, state, federal Grant provider or SAISD.

Provider Initials:_____
SAISD Initials:_____
Date:_____

Provider will remit payment, within thirty (30) days from date of notice, to SAISD which is disallowed by the Local, State, or Federal Grant provider.

This Agreement, including the attached General Terms and Conditions, represents the entire agreement between the parties with respect to the subject matter of this contract and supersedes all prior negotiations, representations, and agreements, either oral or written. The Agreement may not be modified or supplemented except by a subsequent writing approved by SAISD's governing body and Provider.

Each of the individuals who have executed the Agreement represents and warrants that he or she is duly authorized to execute the Agreement on behalf of their respective party, and that all corporate, partnership, trust, governmental or other action necessary for such party to execute, enter into, and perform obligations in the Agreement have been duly taken by such party and have occurred. The Agreement will not be valid until it has been approved by the SAISD's Board of Trustees or other SAISD representative with authority to approve the Agreement.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:

By: _____

Printed name and title: Jaime Aquino, Superintendent

PROVIDER:

By: _____

Printed name and title: William Jupp Contractor

Check one only:
☒ Social Security/
☐ Federal Tax ID 136-52-2350

Contact Telephone No.: (720)289-2444

E-mail Address: brad.jupp@gmail.com

SAISD Contact
Name (Print) Jaime Aquino

Title Superintendent

Campus/Dept. 701 Superintendent

Phone No. 210-554-2280

Provider Initials:_____
SAISD Initials:_____
Date:_____

General Terms & Conditions

Professional Services

2. **Acceptance** - These general terms and conditions govern the relationship between the San Antonio Independent School District ("SAISD") and the professional services provider and are hereby made part of the Agreement between the SAISD and Provider. SAISD and Provider are collectively referred to as "parties". Failure of the Provider to accept these terms and conditions will result in cancellation of consideration or award.

3. **Service Warranty** – Provider warrants and represents that all services to be provided SAISD under the Agreement will be fully and timely performed in a timely and good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the contract, and all applicable federal, state and local laws, rules or regulations. Provider may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so will be without force or effect. If the warranty is breached, Provider will promptly, upon receipt of demand, perform the services again in accordance with above standard at no additional cost to SAISD. All costs incidental to such additional performance will be borne by the Provider. If the Provider is unable or unwilling to perform its services in accordance with the above standard as required by SAISD, then in addition to any other available remedy, SAISD may reduce the amount of services it may be required to purchase under the Agreement, and purchase conforming services from other sources. In such event, the Provider will pay to SAISD upon demand the increased cost, if any, incurred by SAISD to procure such services from another source. Provider will serve in a fiduciary capacity for SAISD's benefit. Provider acknowledges that SAISD has relied on Provider's representation as a material inducement in entering into the Agreement.

4. **Provider's Terms & Conditions** – Notwithstanding any language in Provider's offer or subsequent submissions, a term or condition from the Provider (including, but not limited to, those in Provider's corporate forms, statement of work, brochures, purchase order or sample contract forms) which (i) conflicts with SAISD's general terms and conditions, (ii) interferes with the exercise of any SAISD term or condition, (iii) minimizes or limits Provider's liability, or (iv) limits SAISD's remedies or restricts the recourse to seek adequate and prompt remedy, will be void and of no effect, and the SAISD's terms and conditions will prevail over any such Provider terms and conditions.

5. **Purchase Orders –** The Provider will not begin performance under the Agreement without a signed SAISD purchase order.

6. **Goods** – For any goods to be provided with the professional services, the following terms apply. *[Note For a transaction involving both professional services and goods valued, inseparably, at $50,000 or more in the aggregate for a 12-month period, a competitive procurement process is required]*

A. Goods will be delivered F.O.B. point of destination, freight prepaid, unless otherwise specified in the purchase order. If a delivery is to be made to a location other than the SAISD's Materials Management/Purchasing Department location, the delivery, at no additional charge, will be made inside to another SAISD facility in the room(s) designated. Provider is required to contact the school/department specified on the purchase order twenty-four (24) hours prior to delivery to confirm delivery place, date and time.

B. The SAISD has the right to inspect the goods at the point of delivery before acceptance. If the SAISD is unable to inspect the goods at the time of the delivery, the SAISD reserves the right to inspect and approve the goods within a reasonable time after delivery. Defective or nonconforming goods may be rejected and returned at Provider's expense, and the Provider assumes all risk for damages incidental to the rejection of such goods.

C. The title and risk of loss of the goods shall not pass to the SAISD until the SAISD actually receives and accepts possession of the goods at the point or points of delivery.

D. If the Provider fails to deliver the quantity of goods in the manner specified in the Agreement, SAISD reserves the right, after giving Provider a reasonable opportunity to cure the deficiency, to purchase the goods on the open market. In such event, Provider agrees to allow SAISD to deduct the difference in the contracted price to the actual price from pending Provider invoices. If there is no outstanding invoice, the Provider will pay the difference to SAISD. This remedy is in addition to other remedies to which SAISD is entitled to under law or equity.

E. Provider warrants that it has good and indefeasible title to all goods furnished under the Agreement, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Provider warrants and represents that all goods sold to SAISD under the Agreement will be free from defects in design, workmanship or manufacture, and conform to any samples furnished by the Provider, to the terms and conditions of the Agreement, and to all applicable federal, state, and local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the solicitation, the goods will be new and not used or reconditioned. If the Provider is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, the Provider will transfer and assign such manufacturer's warranty to SAISD. Provider may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law and any attempt to do so will be without force or effect. Unless otherwise specified in the Agreement, the warranty period will be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, the Provider will promptly upon receipt of demand either repair the non-conforming goods, or replace the non-conforming goods with fully conforming goods, at SAISD **'s** option and at no additional cost to SAISD. If the Provider is unable or unwilling to repair or replace defective or non-conforming goods as required

Provider Initials:_____
SAISD Initials:_____
Date:_____

by SAISD, then in addition to any other available remedy, SAISD may reduce the quantity of goods it may be required to purchase under the Agreement from the Provider and purchase conforming goods from other sources. In such event, the Provider will pay to SAISD upon demand the increased cost, if any, incurred by SAISD to procure such goods from another source. This remedy is in addition to other remedies to which SAISD is entitled to under law or equity.

6. **Debarment** – Provider hereby certifies to the following:

A. Provider and its principals are not currently suspended or debarred from doing business with the federal government, the State of Texas, or the SAISD.

B. Provider is not indebted to SAISD.

C. [For payments from state funds or state-funded loans or grants]: "Under Section 231.006, Family Code, the Provider or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

7. **SAISD Policies, Procedures and Public Information –** This Agreement is subject to, and Provider will comply with, SAISD's Board Policies, regulations and administrative procedures. It is the responsibility of the Provider to ensure Provider's employees, agents and subcontractors adhere to SAISD's Policies. Provider agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

8. **Term** –The term set forth in the Professional Services Agreement may be extended upon mutual agreement by the parties, subject to the specifications of any process to procure the service and necessary approvals from the respective governing bodies.

9. **Termination** - In addition to other bases for termination set forth in the Agreement, the Agreement may be terminated under the following circumstances.

A. SAISD may cancel or terminate the Agreement for convenience upon 10 days' written notice. In the event of termination by SAISD for convenience prior to completion of the Services, Provider will only be entitled to receive just and equitable compensation for Services satisfactorily completed.
B. SAISD may terminate the Agreement at the end of each SAISD fiscal year if the SAISD's governing body does not appropriate funds necessary for payment under the Agreement.
C. Work under the Agreement may be terminated in whole or in part by the SAISD upon delivery to Provider of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of SAISD rights to cancel undelivered goods or services under the agreement.
D. Either party may terminate, upon notice to the other party, for a breach the Agreement or if a party becomes insolvent or begins bankruptcy or reorganization proceedings.

SAISD's rights of termination, above or as otherwise set forth in the Agreement, are in addition to other remedies to which SAISD is entitled to under law or equity. Provider does not have the right to terminate for convenience.

10. **Force Majeure** - The SAISD will not be liable for defaults or delays under the Agreement due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, epidemic or other unforeseeable causes beyond its control. This provision will survive termination or expiration of the Agreement.

11. **Indemnification** - Provider will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of Provider or Provider's officers, employees, agents or subcontractors in the performance under the Agreement.

"Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

This provision will not be deemed to limit the rights of SAISD or Provider against any third party which may be liable for an indemnified claim. This provision will survive termination or expiration of the Agreement.

12. **Gratuities** – SAISD may, by written notice to the Provider, terminate this Agreement without liability to Provider if it is determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Provider, or any agent or representative of the Provider, to any officer or employee of the SAISD, with a view toward securing a contract or securing special treatment with respect to the approval, amendment, renewal or the making of any determinations with respect to the Agreement.

Provider Initials:_____
SAISD Initials:_____
Date:_____

13. **Discrimination –** In performing under the Agreement, the Provider will not discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion or disability.

14. **Invoice and Payment –** Advance payment will not be made. Unless otherwise directed by SAISD, Provider will submit separate invoices on each purchase order. Invoices will be made in a form and with supporting documentation as directed by SAISD. Unless otherwise specified in the Agreement, payment terms will be net thirty (30) days after receipt of a complete and timely invoice, unless a prompt payment discount is offered. All invoices must be delivered to: **San Antonio Independent School SAISD, Attn: Accounts Payable, 514 W. Quincy Street, San Antonio, Texas 78212**. All invoices must reference a Purchase Order number assigned by SAISD.

SAISD may withhold or offset payment, or a portion thereof, otherwise due to the Provider on account of:

A. defective or non-conforming goods delivered by Provider;
B. outstanding third-party claims against SAISD and related to Provider's performance or nonperformance under the Agreement, for which such claims are not covered by Provider's insurance required under the Agreement;
C. valid claims by Provider's subcontractors for unpaid labor, materials or equipment (to the extent not covered by a payment bond);
D. damage or loss to SAISD's property caused by Provider or its subcontractor which is not timely repaired or replaced by Provider or otherwise covered by Provider's insurance required under the Agreement;
E. failure of the Provider to promptly indemnify or defend SAISD as provided hereunder; or
F. failure by Provider to comply with a material provision in the Agreement.

15. **Tax Exemption** – The SAISD is tax exempt. Provider will not include tax in Provider's fees, price or invoice.

16. **Retention of and Access to Records –** Provider will retain and provide SAISD access to all records related to this Agreement. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive termination or expiration of the Agreement.

17. **Insurance** –Provider will carry insurance coverage required by law or expressly directed by SAISD.

18. **Immunity** – By entering and performing under this Agreement, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability or defenses to which it is entitled under law. This Agreement is not intended to create a joint enterprise for purposes of determining liability. This provision will survive termination or expiration of the Agreement.

19. **Assignment –** Provider's assignment of an interest in this Agreement or subcontracting an obligation under this Agreement to another party is ineffective unless SAISD gives its advance written consent.

20. **Notice** – Any notice required under the Agreement will be delivered in person, by overnight delivery, or by U.S. certified or registered mail, return receipt requested, addressed to the signatory at the address set forth in the Agreement. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions. A notice is deemed delivered upon actual receipt.

21. **Applicable Law and Venue** - This Agreement, including performance and liabilities thereunder, will be governed by the laws of the State of Texas without regard to conflict of law principles. The parties agree that the venue for any litigation arising from this Agreement will be mandatory and exclusive in San Antonio, Bexar County, Texas. This provision will survive termination or expiration of the Agreement.

22. **No Waiver** - No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of the Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the terms, conditions or agreements hereof to be performed by the other party hereto will not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

23. **Independent Contractor** - The parties recognize that Provider is engaged as an independent contractor, and Provider acknowledges that SAISD will have no responsibility to provide Provider or its employees with transportation, insurance or other fringe benefits normally associated with employee status.

24. **Severability** - In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid or unenforceable provision had not been included herein, but only to the extent the purpose or intent of the Agreement is preserved.

25. **Attorneys' Fees** - The prevailing party in an action, in state or federal court, to enforce or interpret this Agreement is entitled to recover its reasonable attorneys' fees and court costs from the other party. If the SAISD is the prevailing party, Provider hereby agrees and authorizes the SAISD to deduct the attorneys' fees and court costs from amounts, if any, owed to Provider under the Agreement.

26. **Captions** - The captions of the Agreement are for convenience only and will not be considered in resolving questions of interpretation, construction or enforcement.

****

Provider Initials:_____
SAISD Initials:_____
Date:_____

Attachment A

Re: William Jupp; Professional consultative services for SAISD and SAISD's Superintendent of Schools.

Primary responsibilities: The consultant will advise the Superintendent and his staff on the following matters:

Family school choice and school/community engagement including the organization and communication of school choice options available to families and school communities focused on the academic and life success of SAISD students and the satisfaction of SAISD families;

Leading dialogue about school choice policies and family school choice options with families and school communities, as well as the senior team, central office leaders, principals and faculty;

The design and use of family school choice map that organizes family school choices by neighborhood, school program offerings and school performance with the purpose of helping families make decisions about which SAISD schools are best suited for their students' academic and life success;

Reporting school performance on school/family choice focused on the academic and life success of SAISD students and the satisfaction of SAISD families using multiple performance indicators;

The management of the continuous improvement of the portfolio of SAISD schools, including the design and use of a SAISD balanced scorecard of multiple performance indicators focused on the academic and life success of SAISD students and the satisfaction of SAISD families;

Leading dialogue about school performance with families and school communities, as well as the senior team, central office administrators, principals and faculty;

The integration of the multiple measures of school performance used in the balanced scorecard into a streamlined school improvement planning process that serves all state and federal school improvement planning purposes;

Educator talent management and continuous improvement including the design and management of multiple sources of educator talent, including multiple residency programs developed by SAISD and its partners;

The design and use of tools aligned with the SAISD balanced scorecard that supports the continuous improvement of SAISD central office leaders, principals and educators;

The design and use of career pathway systems that provide SAISD educators multiple opportunities for career growth within our system;

Leading dialogue about educator talent management the senior team, central office leaders, principals and faculty, as well as SAISD community partners;

Application of federal, state and local policy, especially as it pertains to family school choice, continuous improvement of schools and educator talent management; and

Other matters as assigned by the Superintendent.

***

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Consideration And Discussion of a Request to Approve Additional Pay For Additional Work Performed By Mr. William Jupp Under a 2022-2023 Consulting Contract for School and Community Engagement And Improvement of Executive Team Leadership**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent of Schools

PRESENTER: Dr. Jaime Aquino

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve additional pay for additional work performed by Mr. William Jupp under a 2022-2023 consulting contract for school and community engagement and improvement of executive team leadership. Mr. Jupp has spent a significant amount of time sharing his expertise with leadership and facilitating important SAISD initiatives to include the strategic management plan, *Always Learning*. Mr. Jupp has also assumed a leadership role while supporting the work associated with the right-sizing discussion. As this work has been an important focus for the District, more time and effort were needed to ensure that the projects were managed effectively.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the additional pay for the additional work performed by William Jupp, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Local Funding: 199-41-6291-BJ-809-99-0-00 Approximately $23,000

IV. 2023 - 2024 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Package #1 of 2 Guaranteed Maximum Price Related to the 2020 Bond Project at Brackenridge High School**

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

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Yvonne Little, Senior Executive Director for Construction & Development Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Guaranteed Maximum Price (GMP) Package # 1 of 2 which includes the construction of swing space needed to prepare the campus for forthcoming renovation work. The GMP Package # 1 was prepared by the construction manager, Joeris General Contractors and was based on construction documents prepared by Stantec. The GMP1 information is included as reference.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Guaranteed Maximum Package # 1of 2 price for the 2020 Bond project at Brackenridge High School and authorizes the Superintendent to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2020 Funds: 661-81-6629-00-001-99-M-30

CMAR Guaranteed Maximum Price GMP #1 – Swing Space	$1,997,553
Total	**$1,997,553**

IV. 2023 - 2024 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)

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☒ **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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of General Contractor for Central Plant Upgrades at Cooper Learning Center**

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

REQUESTED BY: Title Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Yvonne Little, Senior Executive Director for Construction & Development Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve staff's recommendation to award RFCSP #23-024(RC), 2023 Central Plant Upgrades at Cooper Learning Center to L.C. Mosel Company. The work will be funded with ESSER funds.

The scope of work involves both setting up a new boiler system and installing a pre-purchased chiller that will cool the main building.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Request for competitive quotes through participating cooperative agreements was the procurement method for this project.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the recommended proposal for the 2023 Central Plant Upgrades at Cooper Learning Center to L.C. Mosel Company and authorize the Superintendent or designee to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through ESSER III Funds: 282-51-6629-00-935-99-P-11

L.C. Mosel Company		
Base Bid	$	522,000.00
Alternate #1	$	14,639.00
Total Award	$	536,639.00

IV. 2023 - 2024 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.

Project Name: 2023 Central Plant Upgrades at Cooper Learning Center 23-024(RC)						
		Contractor #1	Contractor #2	**Contractor #3**	Contractor #4	Contractor #5
	Description	Accu-Aire	Decker Mechanical	**L.C. Mosel Co.**	Mueller & Wilson	Texas Chiller Systems
	PROPOSAL TABULATION:					
	Base Proposal	$558,471.00	$ 857,417.00	**$522,000.00**	$995,107.00	$610,000.00
	Alterante #1	$10,676.00	$ 15,790.00	**$14,639.00**	$10,000.00	$5,000.00
	Total Base	$569,147.00	$873,207.00	**$536,639.00**	$1,005,107.00	$615,000.00
	To be Substantially Completed By: Feb. 02, 20024			**Recommended**		
	Base Proposal includes a $25,000.00 Owner's Contingency					

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Parking Lot Lease Agreement between San Antonio Independent School District and Archdiocese of San Antonio/St. Gerard Catholic Church**

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

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Yvonne Little, Senior Executive Director of Construction & Development Services

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Parking Lot Lease Agreement between San Antonio Independent School District and Archdiocese of San Antonio/St. Gerard Catholic Church to use parking spots at Smith Elementary School for the term of 10 months, beginning August 1, 2023 through May 31, 2024, unless sooner terminated.

10 Months @ 400.00/Month =	$4,000.00 (46) Parking Spots
10 Months @ 200.00/Month =	$2,000.00 (22) Additional Parking Spots (If needed)
Total 10 Month Lease Not To Exceed =	$6,000.00

The lease is being brought to the Board because it contains an indemnity obligation for the benefit of the Archdiocese of San Antonio. In accordance with Board Policy CH (LOCAL), no District employee is authorized to bind the District (or any department or campus of the District) to indemnification and/or hold harmless agreements for the benefit of an outside party in any contract signed on behalf of the District, department, and/or campus, unless otherwise specifically approved by the Board. (Note: the exception to the foregoing, which is inapplicable here, is that the Superintendent is authorized to bind the District to indemnification and/or hold harmless agreements if necessary to secure the use of facilities during the athletic playoff season.)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Parking Lot Lease Agreement between San Antonio Independent School District and Archdiocese of San Antonio/St. Gerard Catholic Church.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded from local 199 funds. $6,000.00

IV. 2023 - 2024 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.

PARKING LOT LEASE AGREEMENT BETWEEN SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND ARCHDIOCESE OF SAN ANTONIO

PARTIES: This Lease Agreement, hereinafter called "AGREEMENT", made and entered into by and between the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, acting by and through its Superintendent, ~~Pedro Martinez,~~ hereinafter called "LESSEE," and the ARCHDIOCESE OF SAN ANTONIO, ON BEHALF OF ST. GERARD CATHOLIC CHURCH, hereinafter called "LESSOR" is made and entered into under the following terms and conditions.

TERM: This AGREEMENT is for a term of ten (10) months, beginning August 1, 2023, through May 31, 2024, unless sooner terminated.

OBLIGATIONS: Lessor leases to Lessee a designated area in the northeast part of the parking lot owned by the Lessor adjacent to the Smith Elementary School, located at 1618 Iowa Street in San Antonio, Texas. (Hereinafter called "PARKING LOT"). The designated area leased as the Parking Lot shall contain forty-six (46) parking spaces and is designated in the RED outline on Exhibit A attached hereto. Additionally, should the Lessee require additional parking spaces upon the commencement of construction at the school, Lessee will lease an additional twenty-two (22) parking spaces in the parking, which are designated in the BLUE outline on Exhibit A attached hereto, with the additional fee discussed below. Lessee, on behalf and for its employees, parents, and invitees, shall have access and use of the PARKING LOT on official school days and in-service days only, during the period beginning August 1, 2023, through May 31, 2024. The official DISTRICT 2023-2024 calendar of school days and in-service days is attached to this AGREEMENT. The PARKING LOT shall be used solely for the purpose of parking personal vehicles during school hours.

Lessee shall not be entitled to the use of the PARKING LOT on any days expect those specified herein, and there shall be no overnight parking without the written consent from the Lessor. An exception will be granted the Lessee in the event of an emergency situation pertaining to a faculty/staff member or parent. The emergency situation must be confirmed and verified to the Lessor or its agent by a Smith Elementary School official, i.e. Principle, Assistant Principal or Head Custodian.

As consideration for the use of said PARKING LOT, Lessee shall pay Lessor the sum of Four Hundred Dollars and No/100 ($400.00) per calendar month on or before the seventh (7^{th}) calendar day following the end of the month. Should Lessee require the additional twenty-two spaces outlined in BLUE on Exhibit A, the lease for said parking spaces will be for the sum of an additional Two Hundred Dollars and no/100 ($200.00) per calendar month. Said sums are to be made payable and delivered to St. Gerard Catholic Church.

TERMINATION: Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

INDEMNITY: Except to the extent caused by the negligence or intentional misconduct of Lessor or Lessor's employees, agents or representatives, Lessor shall not be liable to Lessee or its employees, agents, parents, students or invitees for any loss, damage or destruction of any of vehicles or other personal property of Lessee or its employees, agents, parents, students or invitees in connection with their use of the Parking Lot. To the extent permitted by Texas law and funds are appropriated, Lessee will protect, indemnify, and save harmless Lessor and its agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fee and expenses) imposed upon or incurred by or asserted against Lessor by reason of any accident, injury to or death of persons or loss of or damage to property occurring on or about the Parking Lot resulting from any act or omission of Lessee or anyone claiming by, through, or under Lessee.

ENTIRE AGREEMENT: This Agreement comprises the entire agreement and understanding of the parties, and all prior negotiations, correspondence, proposals, verbal understandings and other prior documents are superseded and hereby merged into this Agreement, which shall not be amended or modified except by a formal written instrument executed by the parties hereto.

Executed in duplicate on this _____day of _____ 2023.

ARCHDIOCESE OF SAN ANTONIO

By_____
GUSATAVO GARCÍA-SILLER, M.SP.S.

ARCHBISHOP

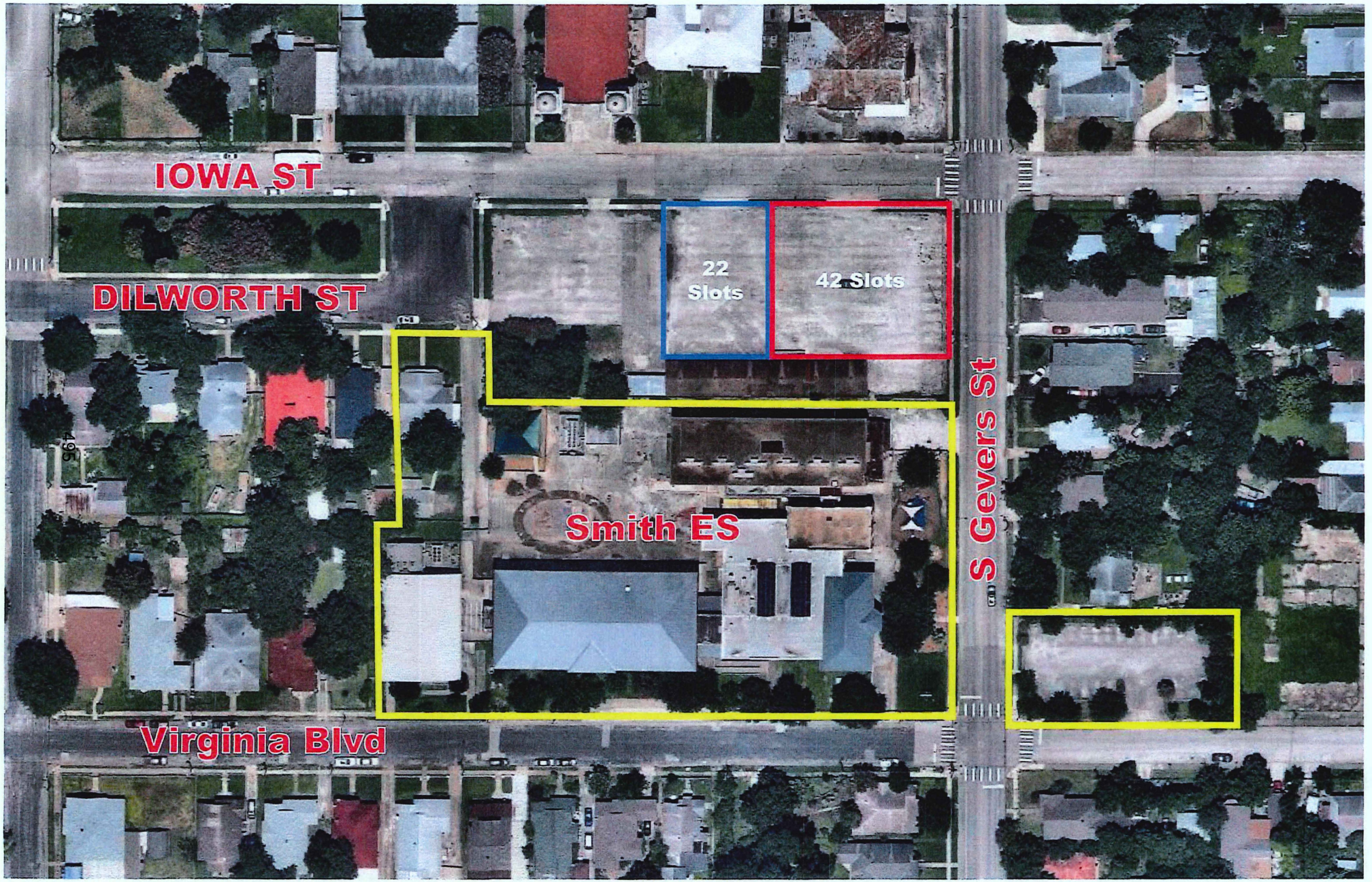
DATE_____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By_____
Jaime Aquino

SUPERINTENDENT

DATE_____


IOWA ST
DILWORTH ST
22 Slots
42 Slots
Smith ES
S Gevers St
Virginia Blvd

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards**

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

REQUESTED BY: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

PRESENTER: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

MEETING DATE: July 17, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services' Recommendations to Board of Trustees for July 17, 2023.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the purchase of Bread and Tortillas. This purchase will provide bread and tortillas for all campuses and concessions on an "as needed" basis for District-wide use. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Child Nutrition Services
    - Submitted by: Beveylon Concha
    - Selection Method: Invitation for Bid – IFB #23-025(LC)
    - Contract Term: Period covering July 1, 2023 through June 30, 2024 with the option to renew for four (4) additional one (1) year periods
    - Funding Source: Federal – 240-35-6341-01-887-2-99-0-00 - $481,305
      Local - 199-36-6343-87-887-2-99-0-00 - $ 10,000
      Subject to the availability of funding for the 2023-2024 school year.

VENDOR	AWARD AMOUNT
The New World Bakery	$491,305 (annually) approximately

2. Be it resolved that the Board approve the purchase of Interactive Flat Panel Hardware and Services. This purchase will provide panels and carts to be installed in classrooms for District-wide use on an "as needed" basis. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Information Technology

- Submitted by: Evangelina Mendoza
- Selection Method: Request for Proposal – RFP #23-016(RC)
- Contract Term: Period covering July 18, 2023 through July 17, 2025
- Funding Source: Bond Funding
  (Subject to availability of funding for the 2023-2024 school year)

VENDORS	**AWARD AMOUNT**
Piraino Consulting (Purchase of Interactive Panels) Progressive Communications Solutions (Installation and Carts)	$4,000,000 approximately

3. Be it resolved that the Board approve the purchase of an Online tool with a library of texts and TEKS-aligned lessons for both teachers and students that are interactive in real-time. This purchase will provide a supplemental resource for High School ELAR and MS ESOL students to interact with the text by digitally highlighting, annotating, responding to embedded questions/content and leaving feedback/comments.
   - Recommended by: Technology and Instructional Materials Allotment
   - Submitted by: Dr. Carol Bielke
   - Selection Method: Choice Partners #22/038SG-01
   - Contract Term: Period covering July 18, 2023 through August 16, 2023
   - Funding Source: Federal – 282-11-6399-65-999-11-R-98
     (Subject to the availability of ESSER funding for the 2023-2024 school year)

VENDOR	**AWARD AMOUNT**
Achieve 3000/McGraw Hill	$269,525 approximately

4. Be it resolved that the Board approve the purchase of Technology and Instructional Materials Allotment that have been reviewed by TEA using the adoption and review process by the State Board of Education Proclamation process. This purchase will be used by subjects in the foundation (English/Spanish English Language Arts and Reading, Math, Science, and Social Studies) for grades K-12.
   - Recommended by: Technology and Instructional Materials Allotment
   - Submitted by: Dr. Carol Bielke
   - Selection Method: TEA
   - Contract Term: Period covering July 18, 2023 through August 02, 2027
   - Funding Source: Federal – 282-11-6321-00-999-11-R-98
     Federal - 282-11-6321-00-65-999-11-R-98
     Federal – 282-11-6399-65-999-11-R-98; State – 410-11-6321-00-999-11-0-VR;
     State - 410-11-6321-66-999-11-0-VR; State - 410-11-6321-00-999-11-F-GT;
     State - 410-11-6321-00-999-0-00; State - 410-11-6321-65-99-11-0-00
     (Subject to the availability of funding for the 2023-2024 school year)

VENDORS	**AWARD AMOUNT**
Houghton Mifflin Harcourt McGraw Hill SAVVAS Scholastic	$450,000 approximately

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

X **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.

X **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.

X **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.

X **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.

X **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.

X **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.

DocuSign Envelope ID: 8BBF0A43-AF40-402A-B33F-03EE63C74307

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Purchase of Bread and Tortillas

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): To provide bread and tortillas to all campuses and concessions

3. Submitted by: Beveylon Concha (Printed Name) | Child Nutrition (Department) | 06/12/2023 (Date)

4. Recommended Vendor(s): Company Name: The New World Bakery
   Address: 310 Edwards Dr.
   City/State/Zip: Kyle, TX 78640
   Phone No: 512-363-7696
   Point of Contact: Harley Haltermann
   E-mail Address: Harleyh@thenewworldbakery.com
   (Use a separate sheet to identify multiple vendors)
   Vendor #: N/A
   (Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (*check one*)
   - [X] Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB 23-025 (LC)
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
   - [ ] Professional Services
   - [ ] Sole Source Contract Expiration Date: 06/30/2024
   - [ ] Other

6. Purchase valid from: 07/01/2023 through: 06/30/2024

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: 4 one year

8. Type of Request: (*check one*)
   - [ ] One-Time Purchase
   - [X] Purchase throughout the school year or on an "*as needed*" basis
   - [ ] Expenditure *(funding increases)*

9. Total Cost for Goods and/or Services to be Purchased: $491,305/year *(Approximately)* per Year for 1 Years.

10. Funding Source(s) – check all that apply: Federal [X] State [ ] Local [ ] Bond [ ]
    Provide Budget Codes & Descriptions: 240-35-6341-01-887-2-99-0-00 $481,305
    199-36-6343-87-887-2-99-0-00 $10,000

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

DocuSign Envelope ID: 8BBF0A43-AF40-402A-B33F-03EE63C74307

12. Additional Impact:
A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) Vehicle Insurance *(Director, Employee Benefits signs below)* $ 0

Requestor Signature	Beveylon Concha Type Name	6/13/2023 Date
Sr. Executive Director/Executive Director Signature	Jenny Arredondo Type Name	6/13/2023 Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent, Academics & School Leadership Signature	Patricia Salzmann Type Name	Date
Executive Director, Operations & Business Services Signature	Eddie Romero Type Name	6/13/2023 Date

COORDINATION CONDUCTED WITH (if required):

Construction & Development Services Signature	Kamal ElHabr Type Name	Date
Chief Operations Officer Signature	Michael Eaton Type Name	6/13/2023 Date
Deputy Superintendent Operations Signature	Dr. Kenneth Thompson Type Name	6/13/2023 Date
Chief Information Technology Officer, Information Technology Signature	Eva Mendoza Type Name	Date
Chief of Human Capital Management Signature	Christopher Martinez Type Name	Date
Chief Financial Officer, Financial Services & Business Operations Signature	Dottie Carreon Type Name	6/13/2023 Date
Director, Employee Benefits, Risk Management & Safety Signature (*signs for vehicle purchases requiring insurance*)	Lorena Sanchez Type Name	Date

Revised: April, 2023

Reviewed By: RC

DocuSign Envelope ID: C02B595F-3A96-41BB-9848-0E50F2B896D1

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Interactive Flat Panel Hardware and Services

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): Panels and carts will be installed in SAISD classrooms across the district

3. Submitted by: Evangelina Mendoza (Printed Name) | Information Technology (Department) | 05/17/2023 (Date)

4. Recommended Vendor(s): Company Name: See attachment
   Address: See attachment
   City/State/Zip: See attachment
   Phone No: See attachment
   Point of Contact: See attachment
   E-mail Address: See attachment
   (Use a separate sheet to identify multiple vendors)
   Vendor #: See attachment
   (Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (*check one*)
   - [X] Competitive Purchase (RFP, RFQ, IFB),
   - [ ] Purchasing Coop (i.e. ESC 20, DIR, BuyBoard),
   - [ ] Interlocal (i.e. NISD, Judson ISD, NEISD),
   - [ ] Professional Services
   - [ ] Sole Source
   - [ ] Other

   Contract #: 23-016 (RC)
   Coop Name / Contract #:
   Contract #:
   Contract Expiration Date: 07/17/2025

6. Purchase valid from: 07/18/2023 through: 07/17/2025

7. For Competitive Purchases Only: Renewals: Yes [X] No [ ]
   No. of Renewals: 3 addtl 1 yr

8. Type of Request: (*check one*)
   - [ ] One-Time Purchase
   - [X] Purchase throughout the school year or on an "*as needed*" basis
   - [ ] Expenditure *(funding increases)*

9. Total Cost for Goods and/or Services to be Purchased: $ 4,000,000.00 *(Approximately)* per Year for 2 Years.

10. Funding Source(s) – check all that apply: Federal ____ State ____ Local ____ Bond X
    Provide Budget Codes & Descriptions: Pending board approval of the 2023-2024 BUDGET

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

DocuSign Envelope ID: C02B595F-3A96-41BB-9848-0E50F2B896D1

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) Vehicle Insurance *(Director, Employee Benefits signs below)* $ N/A

Evangelina Mendoza	Evangelina Mendoza	5/22/2023
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patricia Salzmann	
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
Edward Romero	Eddie Romero	6/1/2023
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

	Kamal ElHabr	
Construction & Development Services Signature	Type Name	Date
	Michael Eaton	
Chief Operations Officer Signature	Type Name	Date
Kenneth Thompson	Dr. Kenneth Thompson	5/24/2023
Deputy Superintendent Operations Signature	Type Name	Date
Evangelina Mendoza	Eva Mendoza	5/24/2023
Chief Information Technology Officer, Information Technology Signature	Type Name	Date
	Christopher Martinez	
Chief of Human Capital Management Signature	Type Name	Date
Dorothy H. Carreon	Dottie Carreon	6/1/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
	Lorena Sanchez	
Director, Employee Benefits, Risk Management & Safety Signature (*signs for vehicle purchases requiring insurance*)	Type Name	Date

Revised: April, 2023

Reviewed By: RC

DocuSign Envelope ID: 2161E381-B695-4449-A311-C52C7553D8EA

#23-016 (RC) Interactive Flat Panel Hardware and Services – Vendors Recommended

Company Name: Piraino Consulting

Address: PO Box 9955

City/State/Zip: College Station, TX 77842

Phone No: 855-635-9325

Point of Contact: Bryan Mallory

E-mail Address: bryan@pirainoconsulting.com

Vendor #: 61090 Service: Purchase of Interactive Panels

Company Name: Progressive Communications Solutions

Address: 2815 Moncayo Dr

City/State/Zip: San Antonio, TX 78232

Phone No: 210-788-8929

Point of Contact: Jesse Delgado

E-mail Address: jessed418@gmail.com

Vendor #: 110806 Service: Installation and carts

DocuSign Envelope ID: 44929039-E927-4146-BBD9-99B0536706AA

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Actively Learn is an online tool with a library of texts and TEKS-aligned lessons for both teachers and students that are interactive in real-time. Actively Learn embeds and scaffolds content aligned to student learning and engagement.

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): Actively Learn is a supplemental resource for High School ELAR and MS ESOL students to interact with the text by digitally highlighting, annotating, responding to embedded questions/content, and leaving feedback/comments.

3. Submitted by: Dr. Carol Bielke (Printed Name) | Technology & Instructional Materials Allotment (Department) | 05/19/2023 (Date)

4. Recommended Vendor(s): Company Name: Achieve 3000/McGraw Hill
   Address: 8787 Orion Place
   City/State/Zip: Columbus, Ohio 43240
   Phone No: 512-680-4377
   Point of Contact: Tiffany Glasper
   E-mail Address: tiffany.glasper@mheducation.com
   (Use a separate sheet to identify multiple vendors)
   Vendor #: 01413
   (Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (*check one*)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
   __X__ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: CP - 22/038SG-01
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 08/16/2023
   _____ Other

6. Purchase valid from: 07/18/2023 through: 08/16/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No X
   No. of Renewals: _____

8. Type of Request: (*check one*)
   __X__ One-Time Purchase
   _____ Purchase throughout the school year or on an "*as needed*" basis
   _____ Expenditure *(funding increases)*

9. Total Cost for Goods and/or Services to be Purchased: $269,525.40 *(Approximately)* per Year for 1 Years.

10. Funding Source(s) – check all that apply: Federal X State ____ Local ____ Bond ____
    Provide Budget Codes & Descriptions: 282-11-6399-65-999-11-R-98
    Instructional Material- Software, Site Licenses, Online.
    Subject to approval of 2023-2024 ESSER Budget

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

DocuSign Envelope ID: 44929039-E927-4146-BBD9-99B0536706AA

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) Vehicle Insurance *(Director, Employee Benefits signs below)* $ 0

Dr. Carol Bielke	Dr. Carol Bielke	5/22/2023
Requestor Signature	Type Name	Date
Becky Landa	Becky Landa	5/25/2023
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Eva Mendoza	Patricia Salzmann	5/25/2023
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
Edward Romero	Eddie Romero	5/30/2023
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

	Kamal ElHabr	
Construction & Development Services Signature	Type Name	Date
	Michael Eaton	
Chief Operations Officer Signature	Type Name	Date
	Dr. Kenneth Thompson	
Deputy Superintendent Operations Signature	Type Name	Date
Eva Mendoza	Eva Mendoza	5/25/2023
Chief Information Technology Officer, Information Technology Signature	Type Name	Date
	Christopher Martinez	
Chief of Human Capital Management Signature	Type Name	Date
Dorothy H. Carreon	Dottie Carreon	5/30/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
	Lorena Sanchez	
Director, Employee Benefits, Risk Management & Safety Signature (*signs for vehicle purchases requiring insurance*)	Type Name	Date

Revised: April, 2023

Reviewed By:RC

DocuSign Envelope ID: 44929039-E927-4146-BBD9-99B0536706AA

Overview

Thank you for your partnership. As you continue to face significant challenges in your schools and classrooms, including low NAEP scores, widening achievement gaps, and the lingering effects of learning loss, we're honored to have the opportunity to help you address those challenges with learning solutions that offer proven results. As you look ahead, you can count on us to do everything in our power to deliver on our mission of ***unlocking potential and accelerating learning for every student.***

We know you are focused on providing your students with the best possible learning tools—tools that can help them reach their goals in the classroom and beyond. Our digital solutions are designed to allow students to learn in their own style at their own pace anywhere, anytime, on a wide range of devices.

Investment Summary

We are honored to continue our strategic partnership with San Antonio Independent School District and look forward to working with you to meet your goals for the 2023-2024 school year.

Participating Schools	Total Licenses Purchased
	AL ELA w/ Unlimited Texts 23-24
Advanced Learning Academy (PK-12)	200
Beacon Hill	10
Bonham Academy	10
Bowden ES	10
Brackenridge High School	1400
Burbank High School	1000
Cast Med (9-10)	115
CAST Tech (9-11)	385
David Crockett ES	10
Davis MS	20
Democracy Prep	20
Edison High School	1200
Fenwick ES	10
Fox Technical High School	400

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Participating Schools	Total Licenses Purchased
	AL ELA w/ Unlimited Texts 23-24
Harris MS	5
Hawthorne Academy	10
Highlands High School	1400
Hot Wells MS	10
Irving Academy	20
Jefferson High School	1400
Japhet ES	10
Lanier High School	1300
Longfellow MS	10
Lowell MS	5
Phoenix Middle College (11-12)	75
Poe MS Poe STEM Dual Language	15
Rhodes MS	20
Rogers ES	10
Sam Houston High School	800
St. Phillip's Early College High School	300
Tafolla MS	10
Travis Early College High School	400
Twain MS	10
Whittier Academy	20
Woodlawn MS	10
Young Men's Leadership Academy (4-9)	400
Young Women's Leadership Academy (6-12)	600

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PROPOSAL
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Date: April 19, 2023

Product	Cost
• Actively Learn ELA Plan plus Unlimited Copyrighted Texts for 16 Schools - 11,630 Student Licenses • Five Actively Learn Professional Learning Services Sessions • Achieve3000 Site Setup - Deployment and ongoing support, including rostering, integrations, and customer support.	
Order Total	**$269,525.40**

This proposal is valid until August 16,2023.

Please see below for acceptance of your Investment Proposal.

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Approve the Technology and Instructional Materials Allotment purchases that have been reviewed by TEA using the adoption and review process by the State Board of Education (SBOE) Proclamation ~~process as the competitive purchasing method. Proclamations 2014, 2015, 2019, and 2021~~ will be used as the procurement method for current adoptions and gap year adoptions.

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): Materials will be used by subjects in the foundation (English/Spanish English Language Arts and ~~Reading, Math, Science, and Social Studies) for grades K-12.~~

3. Submitted by: Dr. Carol Bielke (Printed Name) | Technology & Instructional Materials Allotment (Department) | 05/23/2023 (Date)

4. Recommended Vendor(s): Company Name: See Attached
   Address: See Attached
   City/State/Zip: See Attached
   Phone No: See Attached
   Point of Contact: See Attached
   E-mail Address: See Attached
   (Use a separate sheet to identify multiple vendors)
   Vendor #: See Attached
   (Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (*check one*)
   _____ Competitive Purchase (RFP, RFQ, IFB), Contract #:_____
   _____ Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:_____
   _____ Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:_____
   _____ Professional Services
   _____ Sole Source Contract Expiration Date: 08/02/2027
   X Other

6. Purchase valid from: 07/18/2023 through: 08/02/2027

7. For Competitive Purchases Only: Renewals: Yes _____ No X
   No. of Renewals: _____

8. Type of Request: (*check one*)
   _____ One-Time Purchase
   X Purchase throughout the school year or on an "*as needed*" basis
   _____ Expenditure *(funding increases)*

9. Total Cost for Goods and/or Services to be Purchased: $ 450,000 *(Approximately)* per Year for 4 Years.

10. Funding Source(s) – check all that apply: Federal X State ____ Local X Bond ____

    Provide Budget Codes & Descriptions: 282-11-6321-00-999-11-R-98- Instructional Materials; 282-11-6321-00-65-999-11R-98 - Online Textbooks; 282-11-6399-65-999-11-R-98 Software, Site Licenses, Online; 410-11-6321-00-999-11-O-VR- Instructional Materials; 410-11-6321-66-999-11-O-VR- Student & Teacher Digital Textbooks; 410-11-6321-00-999-11-F-GT Overage Freight Funds; 410-11-6321-00-999-0-00 - Textbooks; 410-11-6321-65-99-11-0-00 Digital Software and Digital Textbooks

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

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12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) Vehicle Insurance *(Director, Employee Benefits signs below)* $ 0

Dr. Carol Bielke	Dr. Carol Bielke	5/23/2023
Requestor Signature	Type Name	Date
Becky Landa	Becky Landa	5/25/2023
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Patti Salzmann	Patricia Salzmann	5/25/2023
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
Edward Romero	Eddie Romero	5/30/2023
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

	Kamal ElHabr	
Construction & Development Services Signature	Type Name	Date
	Michael Eaton	
Chief Operations Officer Signature	Type Name	Date
	Dr. Kenneth Thompson	
Deputy Superintendent Operations Signature	Type Name	Date
Eva Mendoza	Eva Mendoza	5/25/2023
Chief Information Technology Officer, Information Technology Signature	Type Name	Date
	Christopher Martinez	
Chief of Human Capital Management Signature	Type Name	Date
Dorothy H. Carreon	Dottie Carreon	6/1/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
	Lorena Sanchez	
Director, Employee Benefits, Risk Management & Safety Signature (*signs for vehicle purchases requiring insurance*)	Type Name	Date

Revised: April, 2023

Reviewed By: RC

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Proclamation 2014			
Subject	Grade	Language	Publisher
Math	K-8	English & Spanish	Houghton Mifflin Harcourt
Science	K-5	English & Spanish	SAVVAS (Formerly Pearson)
Science	6-8	English & Spanish	Houghton Mifflin Harcourt
Biology	HS	English & Spanish	SAVVAS (Formerly Pearson)
Chemistry	HS	English & Spanish	SAVVAS (Formerly Pearson)
Environmental Science	HS	English	Houghton Mifflin Harcourt
Proclamation 2015			
Algebra I	HS	English & Spanish	Houghton Mifflin Harcourt
Algebra II	HS	English	SAVVAS (Formerly Pearson)
Math Models	HS	English	SAVVAS (Formerly Pearson)
Precalculus	HS	English	SAVVAS (Formerly Pearson)
Geometry	HS	English	Houghton Mifflin Harcourt
Social Studies	6-12	English & Spanish	McGraw Hill
Social Studies	K-5	English & Spanish	SAVVAS (Formerly Pearson)
Proclamation 2019			
English / Spanish Language Arts and Reading	K-5	English & Spanish	SAVVAS (Formerly Pearson)
English Language Arts and Reading	6-8	English	SAVVAS (Formerly Pearson)
Proclamation 2021			
English and Spanish Prekindergarten Systems	PK	English & Spanish	Scholastic Inc.

Company Name: Houghton Mifflin Harcort
Address: 14046 Collections Center Dr
City/State/Zip: Chicago, Il 60693
Phone No: 1-800-323-9239
Point of Contact: Joni Vara
E-mail Address: joni.vara@hmhco.com
Vendor Number: 40460

DocuSign Envelope ID: 3EA4C003-86DC-48D8-929E-A7F7FA8CFD6A

Company Name: SAVVAS
Address: PO Box 6820
City/State/Zip: Chandler, AZ 85246
Phone No: 1-800-848-9550
Point of Contact: Kathy Touchstone
E-mail Address: kathy.touchstone@savvas.com
Vendor Number: 33087

Company Name: McGraw Hill
Address: 8787 Orion Place
City/State/Zip: Columbus, Ohio 43240
Phone No: 1-866-341-9338
Point of Contact: Liz Flores
E-mail Address: liz.flores@mheducation.com
Vendor Number: 34460

Company Name: Scholastic
Address: PO Box 7502
City/State/Zip: Jefferson City, MO 65102
Phone No: 1-800-724-2222
Point of Contact: Elizabeth Stamper
E-mail Address: estamper@scholsctic.com
Vendor Number: 68674

Minutes of Public Hearing
San Antonio Independent School District Board of Trustees
Tuesday, June 20, 2023

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Public Hearing of the Board of Trustees of the San Antonio ISD was held on Tuesday, June 20, 2023, beginning at 5:30 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. **Meeting Called to Order**
   A. Roll Call of Board Members Present and Declaration of Quorum Present___**7**___ Absent___**0**___
      1. Mrs. Christina Martinez
      2. Ms. Alicia Sebastian
      3. Mr. Arthur Valdez
      4. Mr. Ed Garza
      5. Ms. Leticia Ozuna
      6. Mrs. Sarah Sorensen – arrived at 5:37 p.m.
      7. Mrs. Stephanie Torres
   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 - 30-minute total time limit for this item *(Please note: Public comments are limited to items on the posted agenda.)*
      For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
      1. Jason Mims, Mims Institute
      2. Maribel Gardea, MindshiftED
      3. April Morales, MindshiftED
      4. Hailey Villarreal, MindshiftED
      5. Henrietta LaGrange, MindshiftED

2. **Public Meeting to Discuss the 2023-2024 Budget and Proposed Tax Rate**
   This was a discussion-only item. No action was required.

3. **Adjournment**
   A. Mrs. Martinez adjourned the meeting at 6:14 p.m.

MINUTES APPROVED

The foregoing minutes of the Public Hearing of the Board of Education of the San Antonio Independent School District held on Tuesday, June 20, 2023 were duly approved at a meeting held on July 17, 2023.

ATTEST:

Christina Martinez **President, Board of Education** **San Antonio Independent School District**	**Arthur Valdez** **Secretary, Board of Education** **San Antonio Independent School District**

Minutes of Board Business Meeting
San Antonio Independent School District Board of Trustees
Tuesday, June 20, 2023

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting of the Board of Trustees of the San Antonio ISD was held on Tuesday, June 20, 2023, beginning at 6:14 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

A. Roll Call of Board Members Present and Declaration of Quorum Present___**7**___ Absent___**0**___
   1. Mrs. Christina Martinez
   2. Ms. Alicia Sebastian
   3. Mr. Arthur Valdez
   4. Mr. Ed Garza
   5. Ms. Leticia Ozuna
   6. Mrs. Sarah Sorensen
   7. Mrs. Stephanie Torres

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
   For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
   1. Ramon Johnson, SAISD parent
   2. Lisa Dunne, SAISD parent
   3. Alejandra Lopez, SA Alliance
   4. Jacob Ramos, SAISD parent

2. Governance

A. Approval of Final Amended Budget for Fiscal Year 2022-2023
   Motion by Mr. Garza; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

B. Adoption of the 2023-2024 San Antonio Independent School District Budget
   Motion by Ms. Ozuna; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.

C. Presentation and Consideration for Approval of the 2023-2024 Audit Plan
   Motion by Mr. Garza; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present.

D. Approval to Reinstate Partnership Agreement with Public Montessori in Action International
   Motion by Ms. Ozuna to approve the reinstatement of the partnership agreement; second by Mr. Valdez; approved by a vote of 5-2 with Mrs. Sorensen and Mrs. Torres voting no.

E. Approval of Demolition of Existing Classroom Portable and Purchase/Installation of New Portable Classroom Building under 2020 Bond for Democracy Prep at Stewart
   Motion by Ms. Sebastian; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present.

F. Submission by Trustees of the Executed Affidavits Affirming Review and Understanding of the SAISD's Code of Ethics
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

G. Resolution on Facilities Planning and Development Calling for a Study of School Building Capacity
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 5-2 with Mrs. Sorensen and Mrs. Torres voting no.

H. Discussion and Action to Approve a Contract with the Council of Great City Schools for Two years for Board Governance Services
Motion by Ms. Sebastian; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present.

I. Discuss and Possibly Approve the Reorganization of the SAISD Board of Trustees
Motion by Mr. Garza to continue with the leadership slate of Mrs. Martinez as Board President, Ms. Sebastian as Vice President, and Mr. Valdez as Secretary. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members present.

3. Consent Agenda

Motion by Ms. Sorensen; Second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present. (This vote relates to the items listed under this section.)

A. Approval of Revisions to Local Board Policies DK and DEC
B. Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas A&M University San Antonio to Participate in TEA's Grow Your Own Instructional Assistant to Teacher Pathway
C. Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas A&M University San Antonio (TAMUSA) to Implement the Partnership Toward Graduate Degree Attainment (PGDA) Initiative
D. Approval of the Memorandum of Understanding Between SAISD and Texas Woman's University for Placement of Pre-Service Teachers
E. Approval of Change Order #01 for the 2020 Bond Renovations at Bowden Academy
F. Approval of 2023 Mechanical Improvements at Kelly Elementary
G. Approval of Change Order for the Outdoor Learning Environment Enhancements at Knox Early Childhood Education Center
H. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
I. Approval of Minutes for the following meetings:
    1. May 13, 2023 Special Board Meeting
    2. May 15, 2023 Board Business Meeting and Canvass of Election Returns from May 6, 2023, District's Trustee Elections; and Approval of Tabulation Report
    3. May 31, 2023 Special Board Meeting

4. Closed Session

A. Mrs. Martinez convened the Board in Closed Session at 7:33 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076).
B. Mrs. Martinez reconvened the Board in Open Session at 10:01 p.m. and took appropriate action on items discussed in Closed Session. The items are listed below.
    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)
    No action taken.
    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)
    No action taken.

3. Consultation with Superintendent and approval of the renewal of non-Chapter 21 contracts for positions of executive director and above. (TGC 551.074)
   Motion #1: Motion by Mr. Valdez to approve the renewal of the non-Chapter 21 contract of Johnny Reyes for the position of Chief of Police. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members present.

   Motion #2: Motion by Mr. Valdez to approve the renewal of the non-Chapter 21 contract of Laura Short for the position of Chief of Communications & External Affairs, Interim. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members present.

   Motion #3 Motion by Mr. Valdez to approve the renewal of non-Chapter 21 contracts for positions of executive director and above as discussed in closed session. Second by Ms. Sebastian. This item was approved by a vote of 7-0 with all Board members present.
4. Discussion regarding the evaluation and the employment contract for the Chief Internal Auditor. (TGC 551.074)
   Motion by Mr. Valdez to approve the employment contract for the Chief Internal Auditor as discussed in closed session and authorize the Board President to execute all necessary documents. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members present.
5. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
   No action taken.
6. Approve the termination of continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)
   No action taken.
7. Consultation with counsel and approval of non-renewal of term contract employee(s) at the end of the 2022-2023 school year pursuant to TEC 21.208 (551.071 and TGC 551.074)
   No action taken.
8. 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)
   No action taken.
9. Consultation with legal counsel regarding a billing dispute with AT&T (TGC 551.071)
   No action taken.
10. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
    No action taken.
11. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
    No action taken.
12. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
    No action taken.

5. Adjournment

A. Mrs. Martinez adjourned the meeting at 10:03 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on Tuesday, June 20, 2023 were duly approved at a meeting held on July 17, 2023.

ATTEST:

Christina Martinez **President, Board of Education** **San Antonio Independent School District**	**Arthur Valdez** **Secretary, Board of Education** **San Antonio Independent School District**

Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Thursday, June 22, 2023

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Thursday, June 22, 2023, beginning at 5:41 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. **Meeting Called to Order**
   A. Roll Call of Board Members Present and Declaration of Quorum Present___**5**___ Absent___**0**___
      1. Mrs. Christina Martinez
      2. Ms. Alicia Sebastian – left at 8:32 p.m.
      3. Mr. Arthur Valdez – absent
      4. Mr. Ed Garza – absent
      5. Ms. Leticia Ozuna
      6. Mrs. Sarah Sorensen
      7. Mrs. Stephanie Torres
   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."
2. **Closed Session**
   A. Mrs. Martinez convened the Board in Closed Session at 5:41 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, TGC 551.076, and TGC 551.082). Mrs. Martinez reconvened the Board in Open Session at 7:16 p.m. and took appropriate action on item 2A1 discussed in Closed Session.
   B. Mrs. Martinez convened the Board back in Closed Session at 7:25 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076, and TGC 551.082). Mrs. Martinez reconvened the Board in Open Session at 9:22 p.m. and took appropriate action on item 2A2 discussed in Closed Session.
      1. Hear and consider the Level III Grievance of Lauren Culver and consult with attorney on matter. (TGC 551.071 and TGC 551.074)
         Motion by Ms. Sebastian to deny the grievance of Lauren Culver and all remedies sought as discussed in closed session. Second by Ms. Ozuna. This item was denied by a vote of 5-0 with Mr. Valdez and Mr. Garza being absent.
      2. Hear and consider the Level IV Grievance of M. and M. Cantu and consult with attorney on matter. (TGC 551.071 and TGC 551.082)
         Motion by Mrs. Sorensen that the board take no action and direct the Superintendent to meet with the grievants and to evaluate the grievance process that in this case left evidence out. Second by Mrs. Torres. This item was approved by a vote of 4-0 with Mrs. Sebastian, Mr. Valdez, and Mr. Garza being absent.

3. **Adjournment**
   A. Mrs. Martinez adjourned the meeting at 9:25 p.m.

MINUTES APPROVED

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on Thursday, June 22, 2023 were duly approved at a meeting held on July 17, 2023.

ATTEST:

Christina Martinez **President, Board of Education** **San Antonio Independent School District**	**Arthur Valdez** **Secretary, Board of Education** **San Antonio Independent School District**

Trustees Q&A Document
July 17, 2023 Board Meeting Draft Agenda

Please see questions below from President Martinez during the agenda review. Responses have been included.

Item 3C – Approval of Student Code of Conduct 2023-2024

We state that the district has an opportunity to gain stakeholder feedback on how the changes are represented. When will this stakeholder feedback take place? How did we use the feedback/conversations from the student advisory council to reflect on the current SCC? We have not updated this in some time. Should we assign an ad-hoc committee to work on this over the next year? To Mr. Garza's point how to do our SSC and the UIL conduct rules line up?

Prior to each school year, we must have a fully executed and approved Student Code of Conduct.

During legislative years, where there are changes to state disciplinary procedures and guidelines, we adopt the old SCOC in July so that we have a fully executed SCOC. Then, once the guidelines are released through TASB – typically in August – we revise the SCOC and bring the new version that includes any statutory changes to the Board in October or November. Substantial changes typically require stakeholder feedback from families, the community, students, and school staff. As in years past, the Student Advisory Committee (SAC) will be one of the groups that will provide feedback on the SCOC.

The SCOC is updated annually. The last changes made to the SCOC were in the 2022-2023 school year and involved feedback from students, parents and administrators.

The submitted SCOC for July serves as an important placeholder to allow the work outlined above to occur because we continue to hold hearing for students as needed.

The SCOC and UIL are now in alignment. In the spring, the Athletics department updated their student handbook to include the Student Bill of Rights (SBR) and to make sure all language is aligned to the SCOC and the SBR.

The SBR had new revisions based on substantial student input for 2022-2023. As we do annually, we will begin the process of focus groups, input from the SAC, and surveys during the 2023-2024 school year to consider revisions for 2024-2025.

Dr. Shawn Bird will oversee the maintenance of the SCOC, student discipline, and the hearing office beginning on July 10.

Item 3D - Optional Flexible School Day Program

Why are not more schools considering optional flexible school days? Why can't this be considered for our traditional schools? We have students in their senior years who have enough credits to graduate but for some reason are expected to be there all day in classes they don't want to be in. They just leave campus. Why can't we have this option for some of our students?? What are we doing to change the ADA options for schools/students who are not coming all day every day because they know they have enough credits to graduate? We have to innovate/change this if possible. Admin/schools are spending a ton of time chasing down student attendance for students we know will graduate anyway.

The Optional Flexible School Day program (OFSDP) is designed for qualified campuses to apply to participate in the program per TEA (see eligibility from SAAH below). Each year, we submit an application to the Board for approval prior to submitting to TEA, for each campus that participates. Cooper Academy is a fit for the OFSDP because the campus is built around flexible attendance with self-paced and accelerated classes. Several years ago, Travis ECHS attempted to implement the OFSD program and there were challenges around tracking exact minutes, especially while students were attending college classes. After one year of implementation, the campus decided to revert back to traditional scheduling.

The record keeping for attendance is timely and intense because of the coding requirements. When a campus is designated and approved for the OFSDP, teachers and clerks are required to account for every minute the student is in the classroom by recording an entry and leave time for each class, summing this up across multiple teachers in a day and manually inputting the total number of minutes the student was present each day (this requires the CTE minutes for funding to be tracked separately, too).

If this option is considered for additional qualified campuses, it could lead to potentially less funding for regular students. The OFSDP is solely funded on the actual minutes a student is in a classroom, and not the traditional attendance procedures where a student is counted present the entire full day (funding wise) if they are present at the ADA time only.

One suggestion could be to schedule students for 4 instructional hours per day to be eligible for full funding in the traditional ADA attendance and then allow them to utilize the off-campus scheduling option. We have been resistant to allowing early release because it tends to incentivize students to take less rigorous courses so that they can finish sooner and enter the workforce early – in low wage, low demand jobs. Currently, we have limited early release to those students participating in concurrent enrollment in college, work-based learning, or internship experiences.

Below is information from TEA related to OFSDP: 23-24 TEA - Proposed Student Attendance Accounting Handbook

11.6 Optional Flexible School Day Program (OFSDP)

The OFSDP[208] is a program that your district may offer to provide flexible hours and days of attendance for students who have dropped out of school or are at risk of dropping out; are participating in a TEA-designated ECHS, P-TECH, or ICIA; are attending a campus implementing an innovative redesign under a plan approved by the commissioner of education; or as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the students have been enrolled. One goal of the program is to target those students who are unable to attend school in a traditional setting. This could include students who must seek employment to support their families, must provide child care during traditional school hours, or are involved in a TEA-designated ECHS, P-TECH, or ICIA that is designed to complement a traditional college schedule. Under these circumstances, the students might be able to attend school only during evening hours or for a couple of hours during the day. Another goal of the program is to offer students who are at risk of being denied credit for classes because of failure to meet attendance requirements the opportunity to recover that credit.

Students participating in an OFSDP may attend on a fixed or flexible schedule that does not meet the traditional 75,600 minutes, five-days-per-week requirement. Typical OFSDP instructional arrangements include the following:

- weekend or night classes
- extended day classes
- classes offered throughout the year
- flexible schedules
- credit recovery classes (Your district may offer these classes during the summer recess for students who have not earned a full ADA during the school year. A student cannot earn more than the equivalent of one ADA in a year.)
- a dropout recovery program in which courses are conducted online

Districts must not charge tuition for participation in an OFSDP, including for participation in classes offered during the summer recess.

11.6.1 Student Eligibility

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS (as defined by the TEC, §29.908), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

There must be an agreement in writing to the student's participation:

- by the student, if the student if over 18 years of age; or
- by the student and the student's parent, or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Districts may also implement a study program for seniors who have completed the required course work but need additional tutoring to assist them in passing required state assessments so they may graduate and obtain their high school diploma.

Item 3E – City Year San Antonio for the 2023 - 2024 School Year

Please have the service agreement mirror our 4 years goals with their data lining up with our data. We need to ensure that they are committed to tracking and measuring the same data as us. Are they really only in 5 schools? Why are they not in Tafolla?

We can request this. It would likely delay the submission of the MOU because the metrics they track are directly tied to their work and these metrics are often dictated to them in alignment with the funding they receive; however, I am sure they will want to accommodate this request.

This past year, our eight participating schools had the opportunity to reflect on the impact of City Year at their sites and engage the Campus Advisory Council in the decision to continue or discontinue the program for the 2023-2024 school year. Each campus team discussed the costs and benefits of allocating funds to have the City Year program or to invest in other resources to support the campus goals. The Tafolla Campus Advisory Council decided that they would like to move forward without City Year this next school year.

The annual cost of City Year to SAISD is $748,611. The cost for each school is $149,722. The District pays ½ of these costs and the campus pays ½ of these costs from their Title I budget.

We have taken a greater role in preparing the City Year staff to build greater capacity to be more supportive in classroom. We have had to release four due to inappropriate conduct. Some principals have discussed whether a full-time mental health provider, instructional intervention teacher, or instructional coach might be a better use of their funds.

Item 3H – Communities in Schools of San Antonio

Same with CIS, can we ensure their Service Delivery Agreement has our 4 year goals tied in.

We can request this. It would likely delay the submission of the MOU because the metrics they track are directly tied to their work and these metrics are often dictated to them in alignment with the funding they receive; however, I am sure they will want to accommodate this request.