

NOTICE

**This notice is posted pursuant to the Texas Open Meetings Act.
[TEXAS GOVERNMENT CODE SECTION 551]**

BRYAN ISD BOARD OF TRUSTEES WORKSHOP

Boardroom

801 South Ennis Street

Bryan, TX 77803

Monday, August 19, 2024 – 6:00 PM

AGENDA

CALL TO ORDER

Welcome

Pledges of Allegiance

Spotlight

1. Auxiliary Employee of the Month
2. Fine Arts Awards - NAMM Foundation (National Association of Music Merchants) - Best Communities for Music Education, TAEA (Texas Art Educators Association) - District of Distinction, and TxETA (Texas Educational Theater Association)

Superintendent Update

1. Superintendent Update - Staff, Students, and Community Celebrations 2

Superintendent Update



August 19, 2024



Celebrations

Bryan ISD Convocation



CELEBRATIONS

Tami Glenn - Region 6 Teacher of the Year



Celebrations

Community Pep Rally

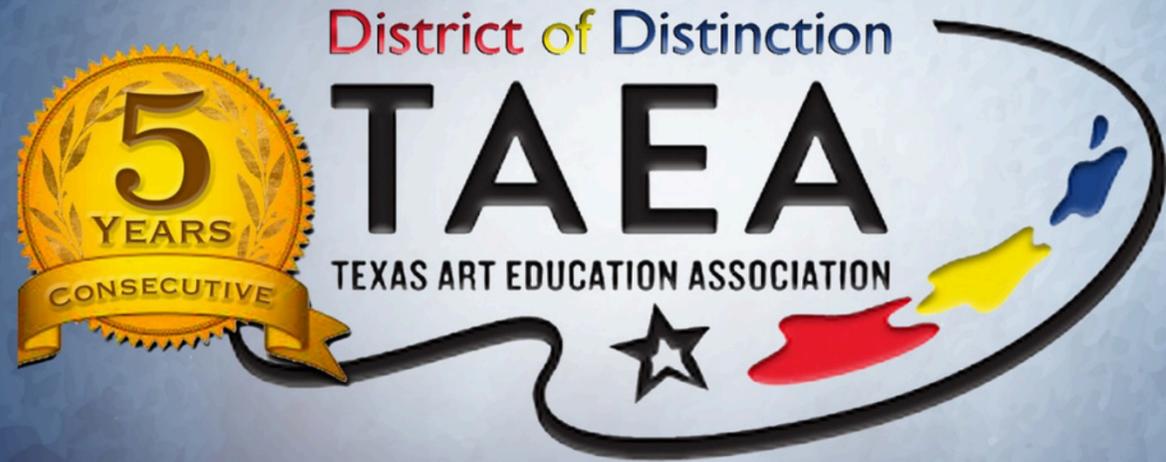


CELEBRATIONS

First Day of School

BRYAN ISD

awarded



CELEBRATIONS
TAEA District of Distinction



CELEBRATIONS

Bryan ISD Hometown Reunion



THANK YOU, BISD
FOUNDATION!

Information Items

1. STAAR Redesign & Accountability Refresh Update

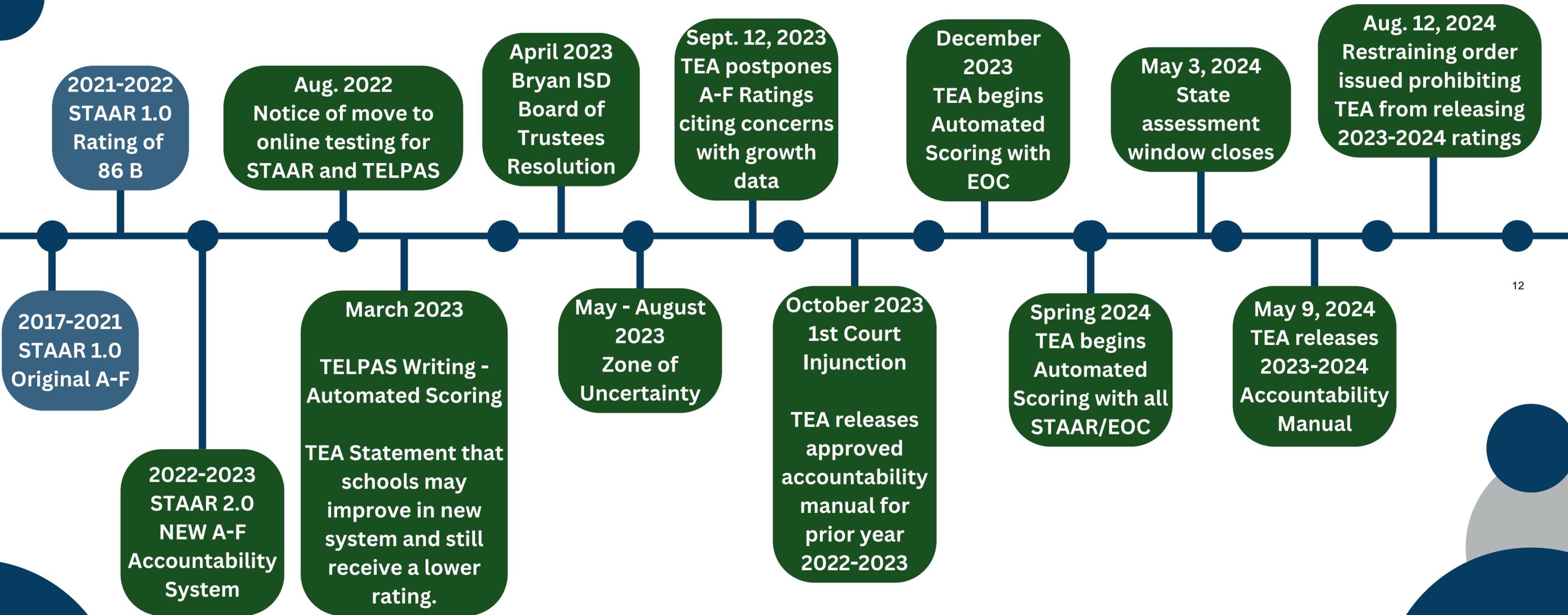
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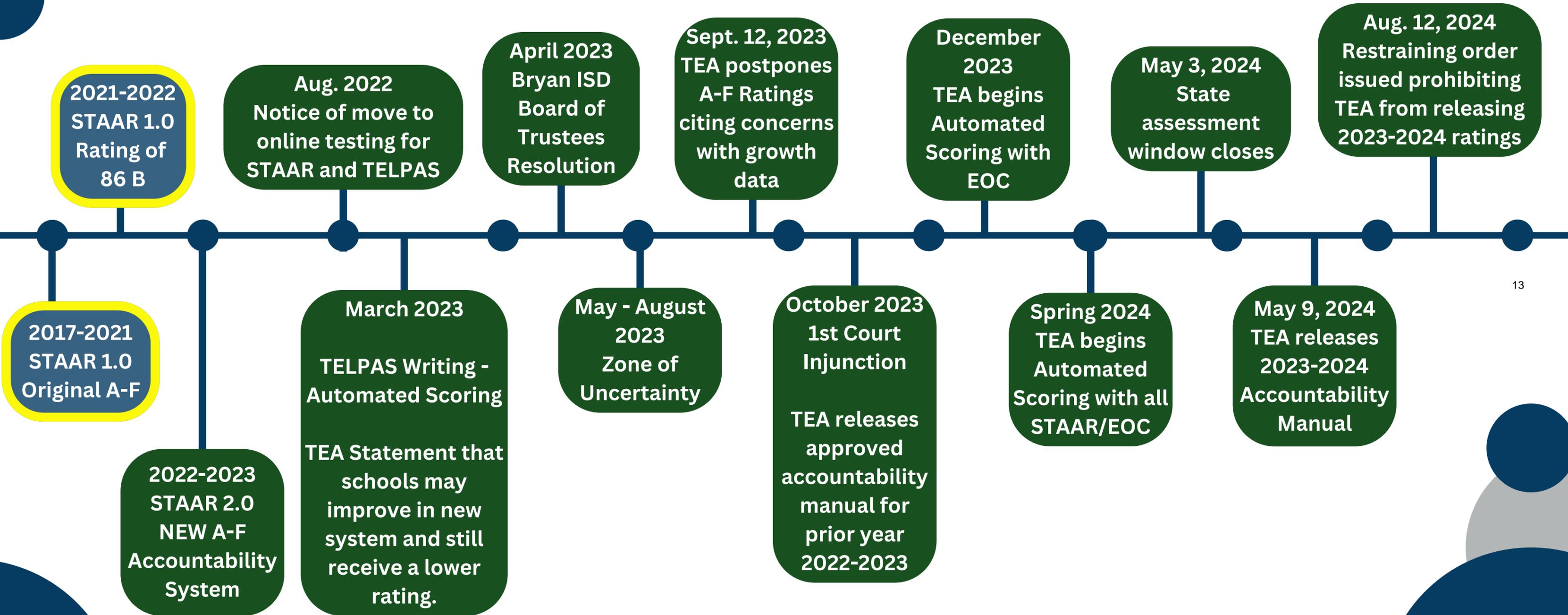
Assessment & Accountability Update

August 19, 2024

STAAR Redesign & Accountability Refresh



STAAR Redesign & Accountability Refresh



STAAR Redesign & Accountability Refresh

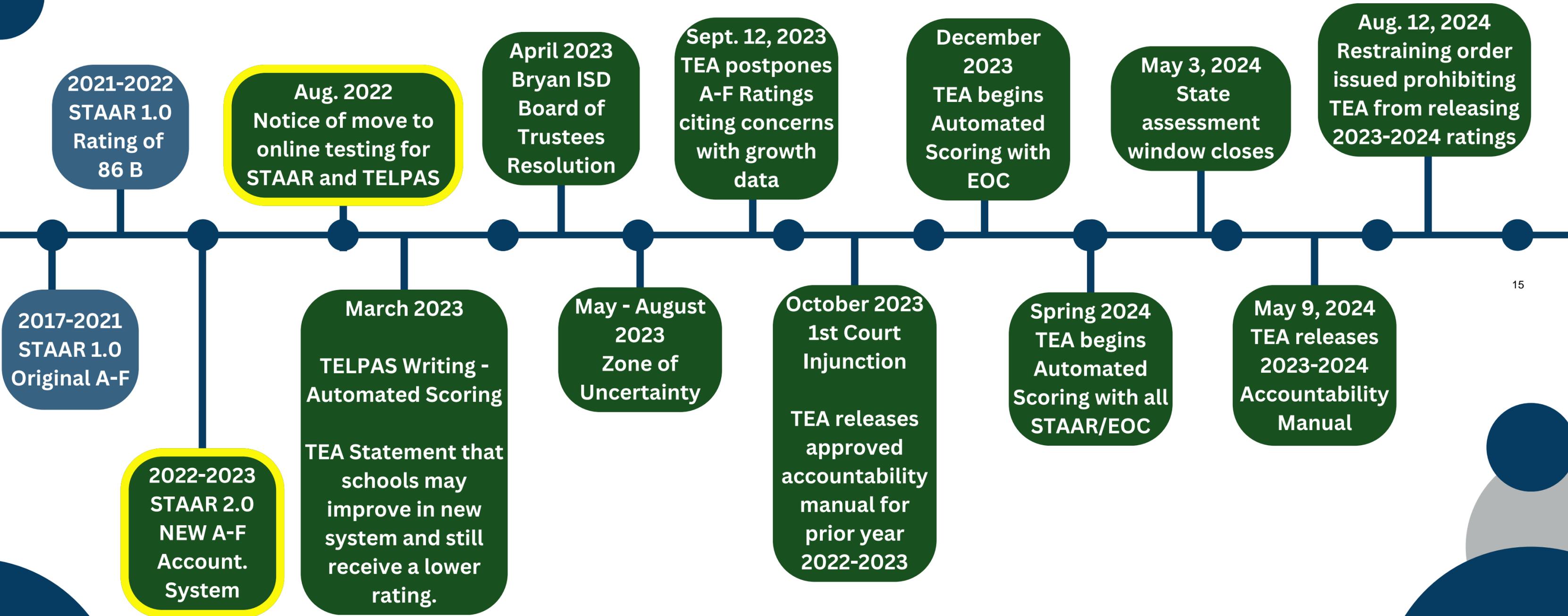
2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
TBD

2023-2024
STAAR 2.0
TBD

Year	Rating	
2017-2018	75	Start of A-F System, Replaced 4 Index System
2018-2019	79	
2019-2020	No Rating	No Ratings due to COVID
2020-2021	NR (84)	No Ratings due to COVID
2021-2022	86	Final Year of STAAR 1.0 and Original A-F System
2022-2023	TBD	STAAR 2.0 New A-F Rating System
2023-2024	TBD	STAAR 2.0 New A-F Rating System

STAAR Redesign & Accountability Refresh



2022-2023 New State Assessment & New Accountability System

STAAR 2.0

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
TBD

2023-2024
STAAR 2.0
TBD

STAAR/EOC Changes in Summary



Structure

Changes to the structure of the assessment and question types.



Cut Points

Changes to the cut points and scale scores in the accountability system. (Zone of Uncertainty - TEA)



Content

Changes to the content of the assessment, writing is now a component on all assessments.



Methodology

Changes to the methodology of the calculations in the accountability system for campuses as well as the district. Districts now have a rating derived based on the number of students enrolled at each campus rather than tests taken.

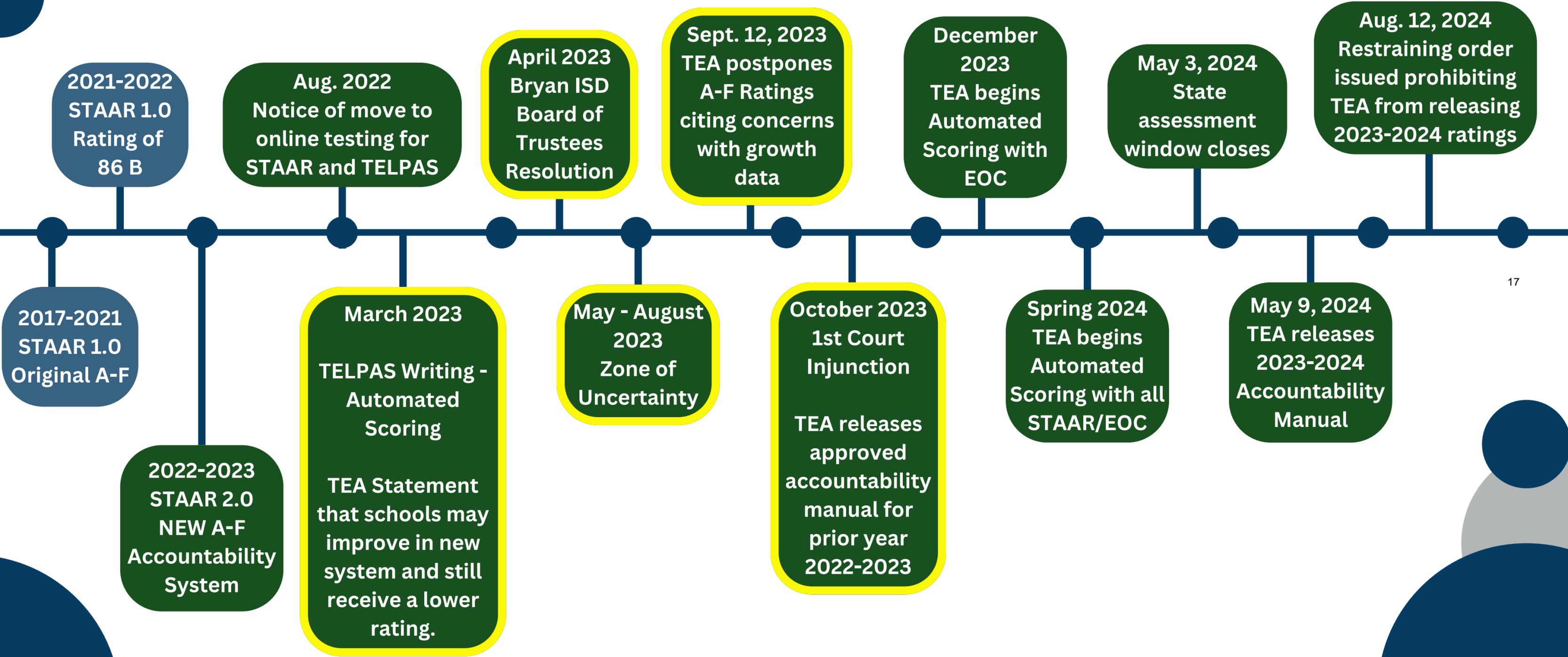


Indicators

Changes to the elements and indicators in the accountability system

From TEA: "It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B"

STAAR Redesign & Accountability Refresh



Court Injunction of 2022-2023 Ratings

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
TBD

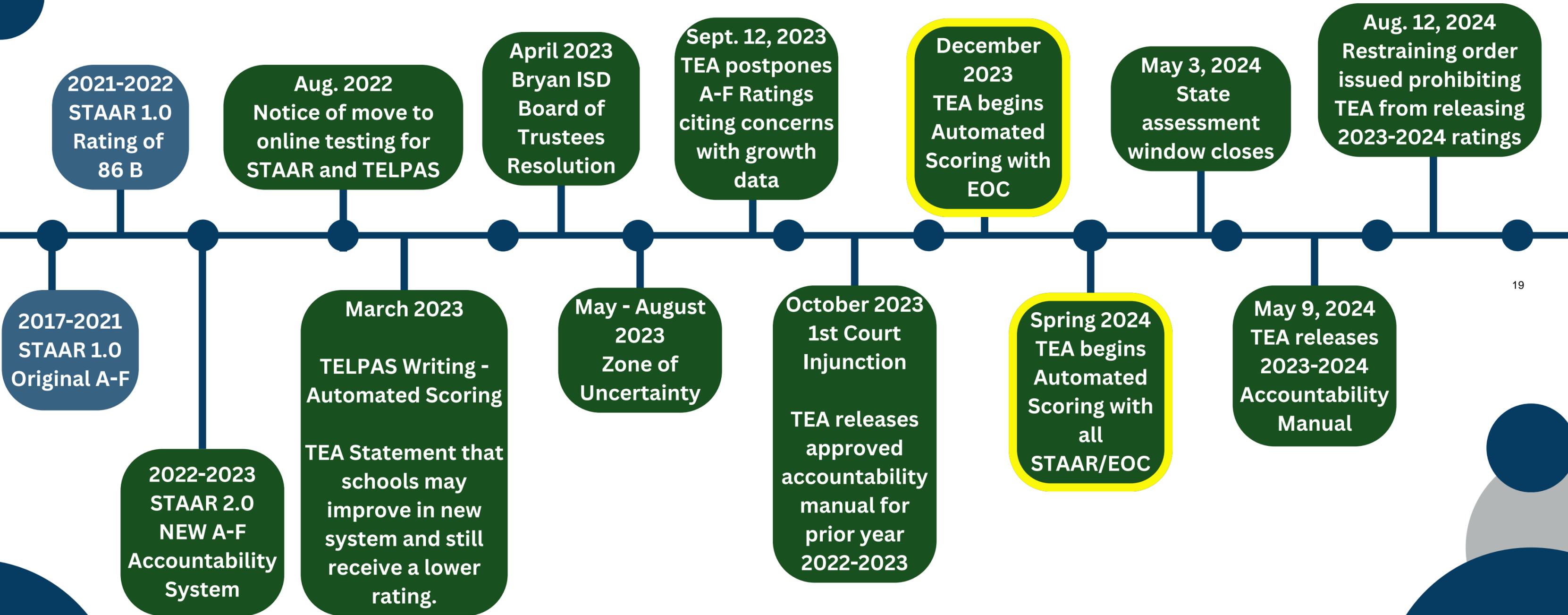
2023-2024
STAAR 2.0
TBD

General Arguments

- Lack of fair notice regarding calculations of A-F grades
 - Lagging indicators of CCMR, Graduation, etc.
- STAAR test not valid or reliable
- Lower grade, even if the results improved

Pending: TEA appealed to 3rd Court of Appeals

STAAR Redesign & Accountability Refresh



Computerized Grading on State Assessments

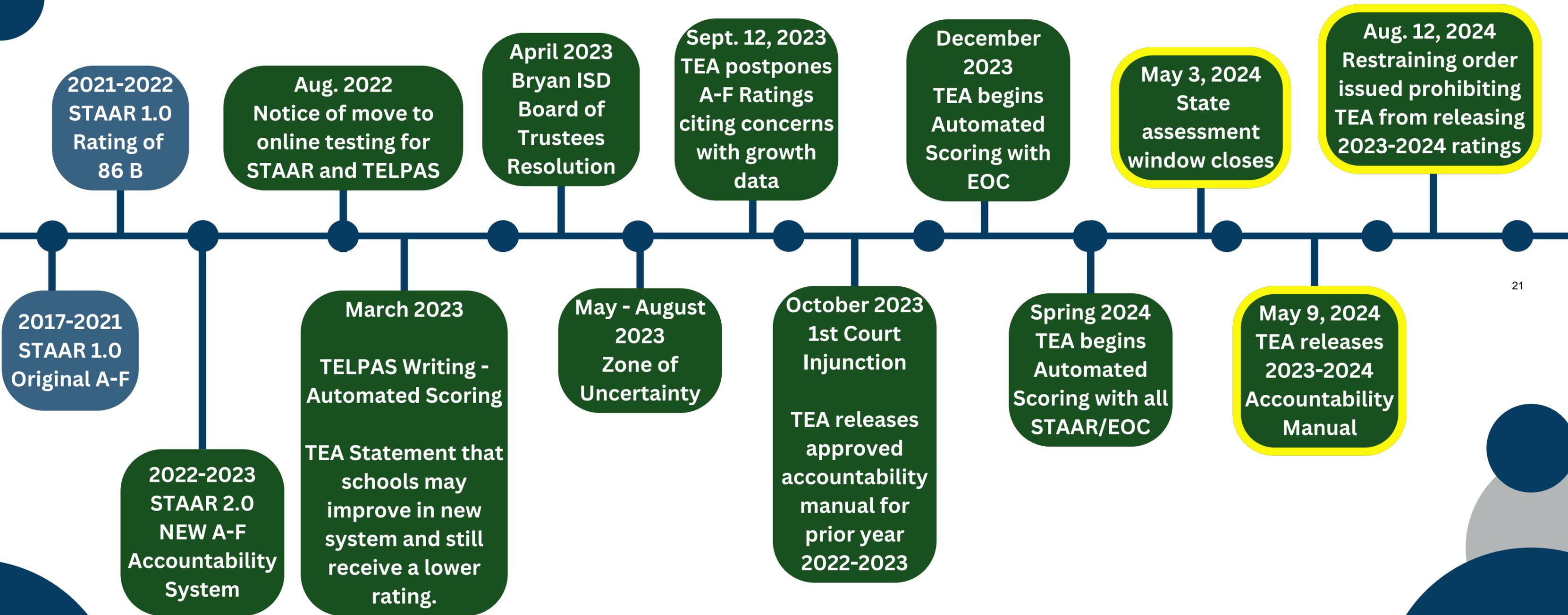
2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD

- STAAR/EOC Redesign – STAAR 2.0
 - New assessment implemented in Spring of 2023. Expanded writing to all grades and subjects.
 - Short Constructed Responses
 - Extended Constructed Responses
 - December 2023: TEA implemented automated scoring of the writing portion of the assessments.
 - Spring 2024: computerized grading on all assessments
- STAAR 1.0: Original Grading Rubric
- STAAR 2.0: Redesigned Grading Rubric
 - Significant increase in the percentage of students receiving a score of “0” statewide

STAAR Redesign & Accountability Refresh



2023-2024 Ratings Postponed - Restraining Order

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD

General Arguments

- Lack of fair notice regarding calculations of A-F grades
 - “During the 2023–24 school year, the Commissioner did not adopt rules explaining the measures, methods, and procedures that would be used for that school year.”
 - CCMR moved from a 60 to earn an A to an 88 – retroactively.
 - Argues the Commissioner “has made it mathematically impossible for many school districts and campuses to achieve an A rating.” Chapter 39.054(b)
- STAAR test not valid or reliable
 - “the Commissioner introduced a new assessment, but he did not change the test’s name and continued to call it the STAAR test even though it is a radically different test.”
 - “the Commissioner did not ensure that the test was, on the basis of empirical evidence, determined to be valid and reliable by an entity that is independent of TEA and of the entities that developed the assessment instrument. See Tex. Educ. Code § 39.023(a–11)”

2023-2024 Ratings Postponed - Restraining Order

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

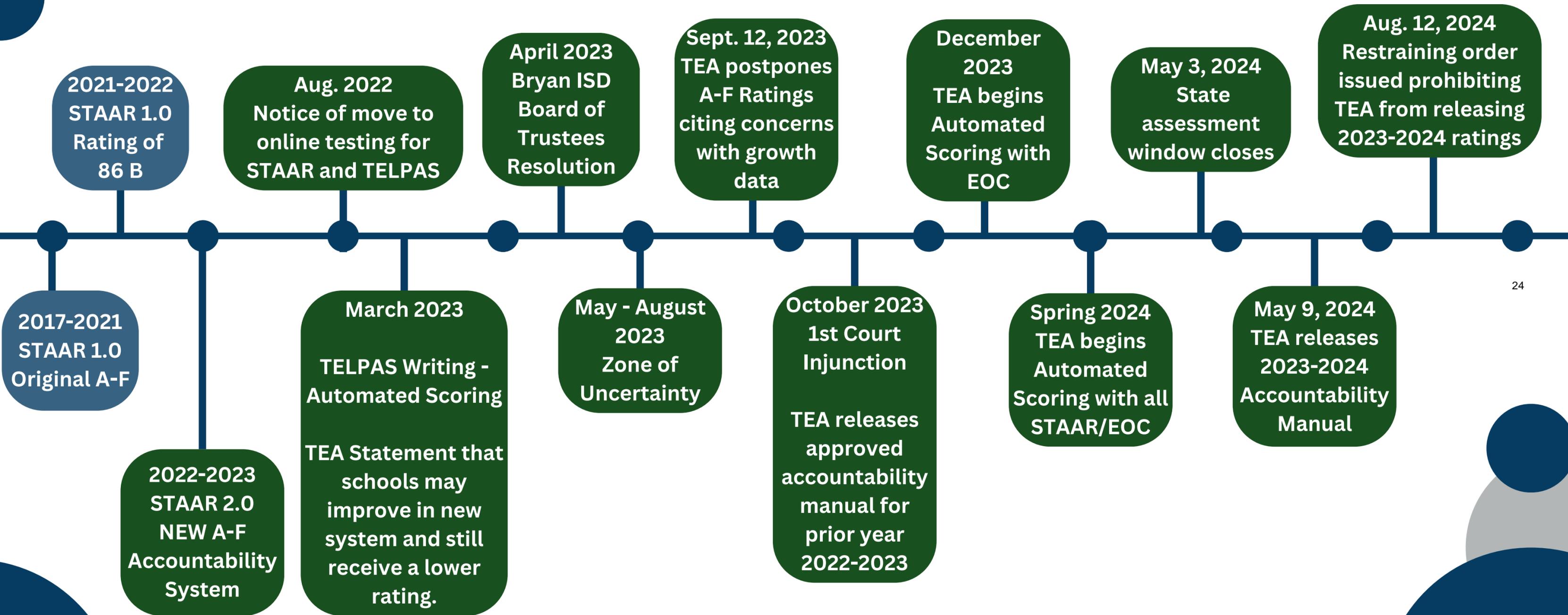
2023-2024
STAAR 2.0
TBD

General Arguments

- Changed Special Education STAAR
 - “In particular, TEA’s new guidelines prevented any special education student who had previously taken the STAAR Alternative 2 test from taking the test if they are able to perform self-care routines (e.g., feeding, dressing, etc.) with minimal adult assistance. This meant that many special education students were set up for failure because they were forced to take a test that was not appropriate for their educational needs.”
- AI used to grade STAAR written responses
 - “Based on data obtained in July 2024, somewhere between 30–75% of these 0 scores from AI grading have proven to be inaccurate when Plaintiff School Districts’ Orig. Verified Petition 15 reviewed and rescored by human graders.”

Hearing: August 26, 2024

STAAR Redesign & Accountability Refresh



Multilayered Plans of Action



**Tight Alignment
& Shared
Responsibility**

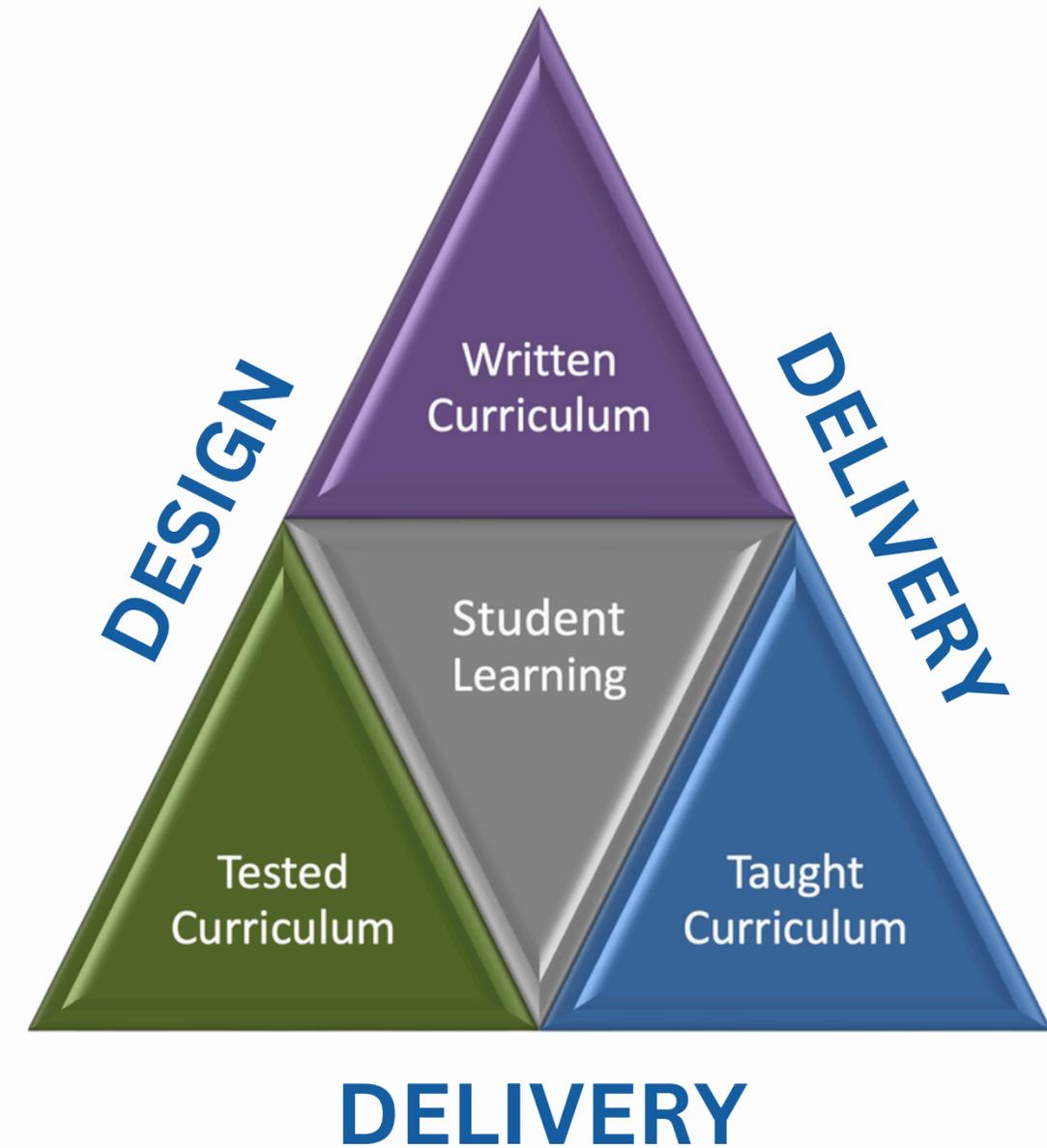
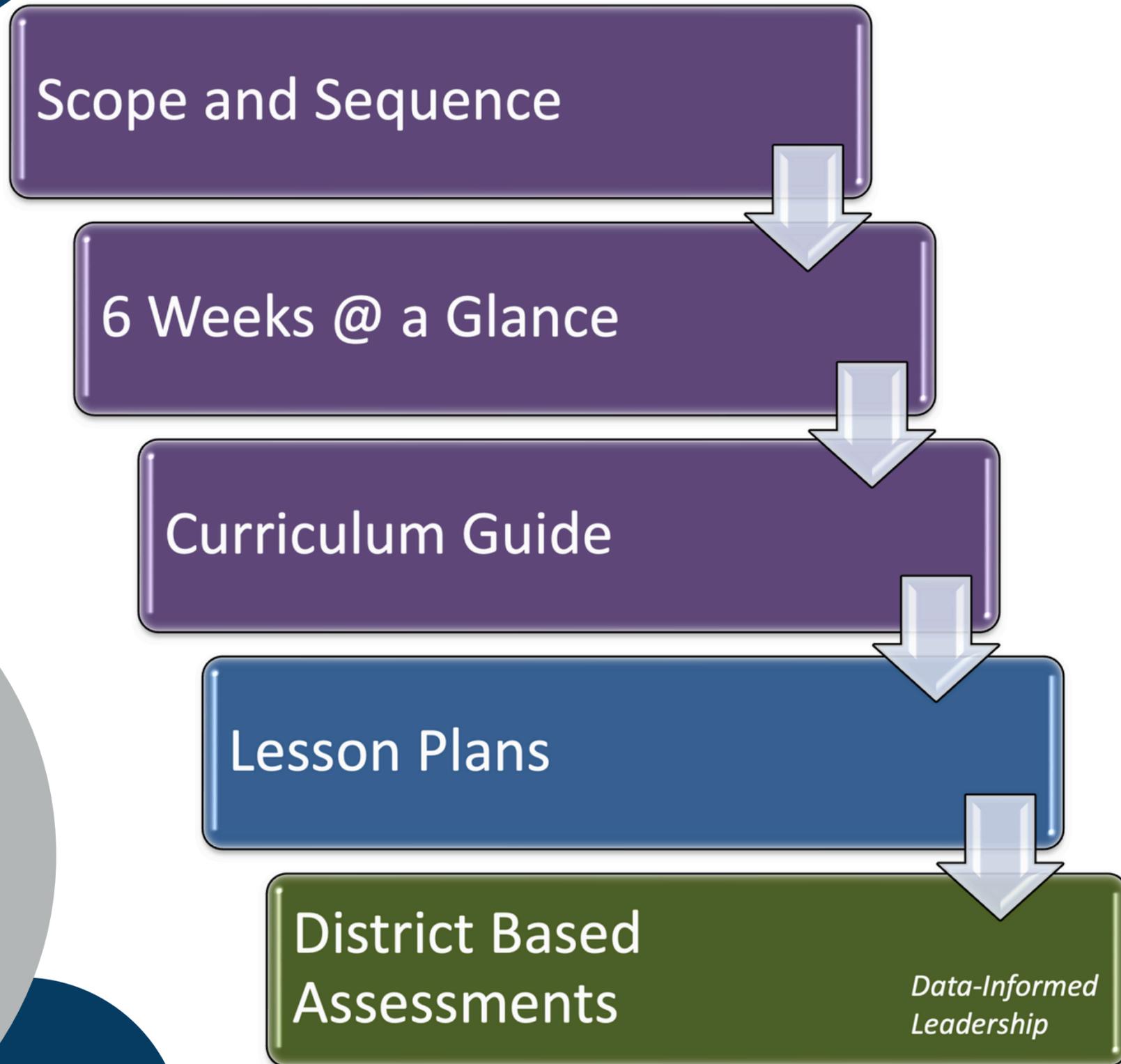


**Curriculum &
Instruction**

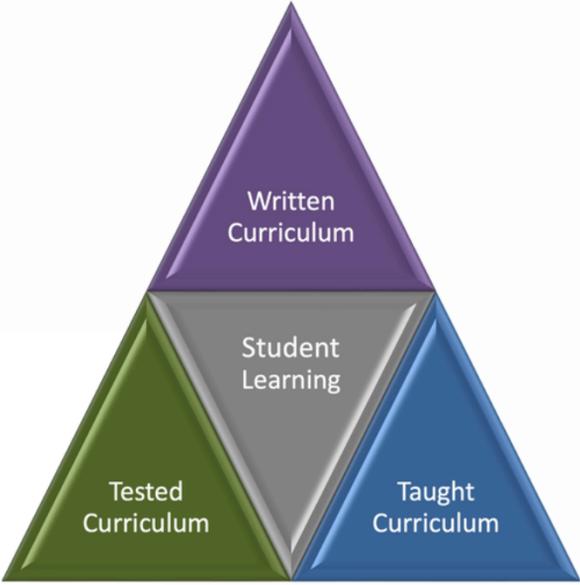


**Focused
Improvement
Planning**

Instructional Alignment



Lesson Planning



- TEKS (Student Expectations & ELPS)
- Learning Objectives
- Verb of the TEKS (Level of Rigor)
- Vocabulary & Questions
- Bell Ringer
- Key learning Activities
- Assessment for Learning — Check for Understanding



Provided through the Curriculum Guide



Teacher Created



Both District & Teacher Developed

Shared Ownership

- Purpose: to partner with campus administration by focusing on student achievement and school climate/culture. This team's role is to provide service and support in these areas.
- Dedicated team of district staff from teaching and learning and school leadership to provide on-campus support.
- Review of data and campus needs; streamline support efforts and schedules
- Classroom walks for learning; identify campus strengths and needs to support student achievement
- Review campus improvement plan progress; adjustments as needed

Multilayered Plans of Action



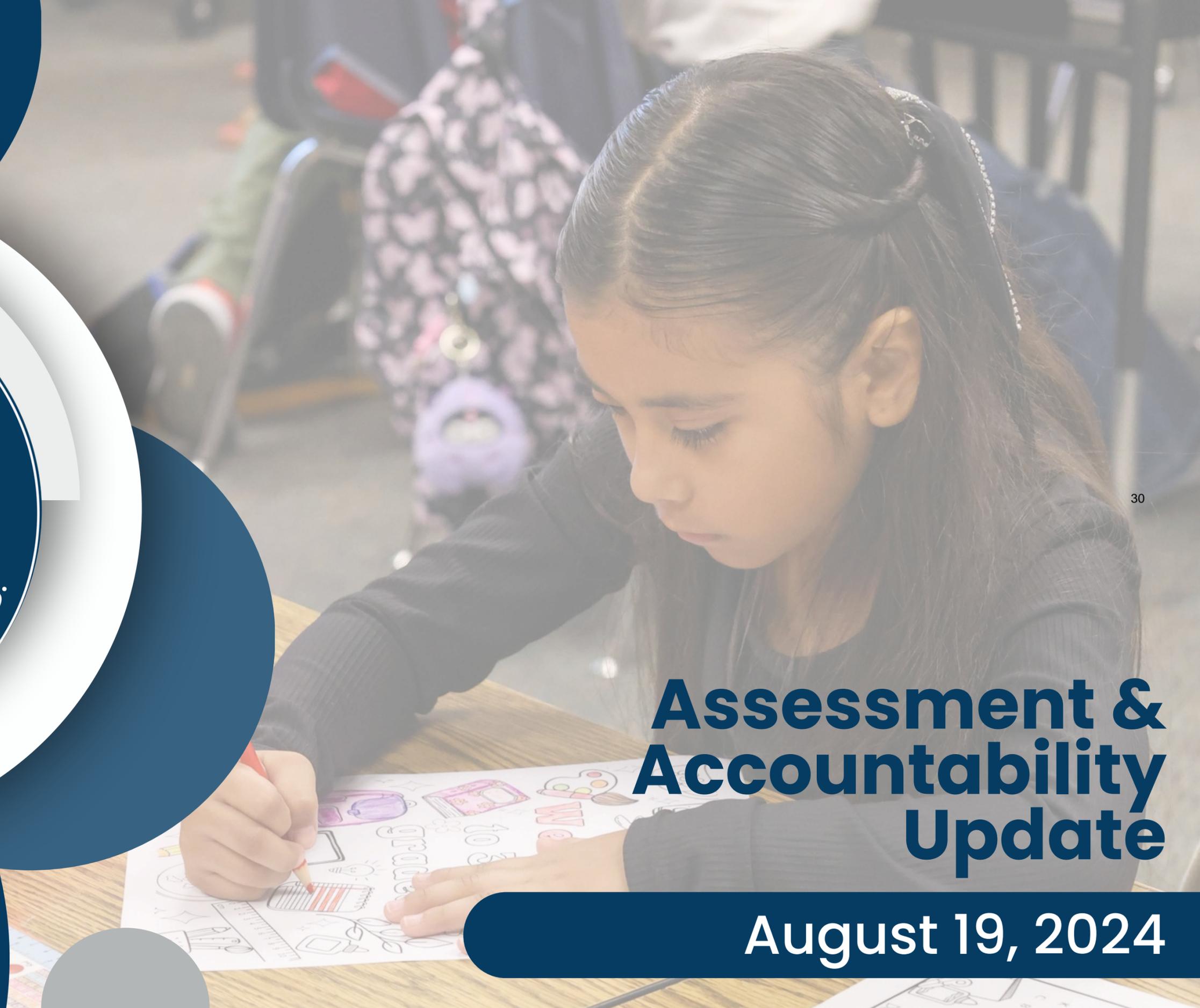
**Tight Alignment
& Shared
Responsibility**



**Curriculum &
Instruction**



**Focused
Improvement
Planning**



Assessment & Accountability Update

August 19, 2024

Citizens' Comments

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

1. Consider Approval of the Meeting Minutes for July 10 and July 15, 2024

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BRYAN ISD BOARD OF TRUSTEES MEETING

The Bryan ISD Board of Trustees met for a special meeting on July 10, 2024, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin (President)
- Felicia Benford (Vice President)
- David Stasny (Secretary)
- Mark McCall
- Ruthie Waller
- Leo Gonzalez, II
- Joel Bryan

CALL TO ORDER SPECIAL MEETING

Board President Dr. Julie Harlin called the special meeting to order at 6:00 p.m. and extended a hearty welcome to all attendees.

Citizens' Comments

No comment cards were presented.

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Closed Session

CONVENE IN CLOSED SESSION

President Dr. Julie Harlin called for a closed session on the subjects allowed at 6:01 p.m., as authorized by Texas Government Code Chapters 551.071 and 551.074.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE - TEXAS GOVERNMENT CODE SECTION 551.074

The agenda item was discussed in a session closed to the public.

CONSULTATION WITH LEGAL COUNSEL REGARDING COMPROMISE AND SETTLEMENT AGREEMENT WITH EXECUTIVE DIRECTOR OF SCHOOL LEADERSHIP - TEX. GOVT CODE 551.071; 551.074

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 7:39 p.m. The Board took no action during the closed session.

CONSIDERATION AND POSSIBLE ACTION REGARDING COMPROMISE AND SETTLEMENT AGREEMENT WITH EXECUTIVE DIRECTOR OF SCHOOL LEADERSHIP

A **motion** was made by David Stasny and seconded by Leo Gonzalez for the Board of Trustees to approve the Compromise and Settlement Agreement with Executive Director of School Leadership Crystal Goodman and authorize the Superintendent to execute the Agreement on the District's behalf. *The motion passed unanimously.*

ADJOURN

There being no further business, the meeting adjourned at 7:40 p.m.

President

Secretary



BRYAN ISD BOARD OF TRUSTEES MEETING

The Bryan ISD Board of Trustees met for a regular meeting on July 15, 2024, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin (President)
- Felicia Benford (Vice President)
- David Stasny (Secretary)
- Mark McCall
- Ruthie Waller
- Leo Gonzalez, II
- Joel Bryan

CALL TO ORDER REGULAR MEETING

Board President Dr. Julie Harlin called the regular meeting to order at 6:03 p.m. and extended a hearty welcome to all attendees.

Pledges of Allegiance

A pre-recording of student lead pledges from students attending Henderson Elementary's summer program was played for the American and Texas flags.

Spotlight

Auxiliary Employees of the Month

The agenda item was tabled. Mr. Clifton Benford, lead custodian at SFA Middle School, will be recognized at the August 19, 2024, meeting as the July Auxiliary Employee of the Month.

Essential Eight Community Award - La Voz

Director of Community Affairs, Dr. Hugo Ibarra, presented an Essential Eight Community Award to La Voz. La Voz Aggieldand has existed for over 29 years and has been instrumental in getting the word out to Spanish-speaking families. La Voz has been pivotal in sharing all the beautiful things with the Spanish community. Bryan ISD is grateful for the continued support and collaboration with La Voz.

Superintendent Update - Student and Staff Celebrations and the Bryan ISD Website's Back to School Hub

Superintendent Ginger Carrabine stated that summer programs were going well. The 26th Annual Hispanic Gala was a huge success. The organizers awarded over \$175,000.00 in scholarships to graduating seniors. At this year's event, Becky Ryberg, Principal of Sam Rayburn, was named the Educator of the Year. The Back to School Hub has been launched and will provide all-inclusive access for grades PreK-12. The district will again offer complimentary breakfast and lunch for all students in grades pre-k through 12 for the 2024-25 school year.

Standing Committee Meetings

Teaching and Learning Committee - Academic Planning for 2024-2025

Trustee Joel Bryan reported that the committee met on July 11. The committee received a high-level overview of the STAAR redesign and the accountability system that began in the 2022-2023 school year. The administration will bring the district and campus improvement plans to an upcoming meeting for Board consideration. The staff is currently reviewing student performance results and developing plans of action to support students.

City School Committee Update - City of Bryan Status Report on Community Attractions Related to Midtown Park and Bryan ISD Status of Community Affairs Efforts

Trustee David Stasny stated that the committee met with City officials. The city provided an update on various projects at Midtown Park, Legends Event Center, and Schulman's movie theater. The district provided an overview of its budget and marketing campaign. As the district plans to open school for the 24-25 school year, the administration will also showcase its marketing campaign with all the opportunities that the district has to offer.

Information Items

Assessment Redesign & Accountability Refresh

Associate Superintendent of Teaching and Learning Dr. Barbara Ybarra provided a historical review of the State Assessments and Accountability Systems. Additionally, information regarding the STAAR redesign and Accountability system refresh was provided. The administration anticipates the official rating for public schools under the new accountability system to be released in August 2024.

Citizens' Comments

Fabi Payton - Thank you to the district that grew her courage.

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

A **motion** was made by Felicia Benford and seconded by Mark McCall to approve the items listed on the consent agenda. *The motion passed unanimously.*

- Meeting Minutes June 3, 2024
- Meeting Minutes June 17, 2024
- Purchasing Report for June 2024
- Purchase Over \$50,00 for Special Education Contract Services
- Resolution Setting the Payment Parameters for the Closing of the District on July 8, 2024, Due to Inclement Weather

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

DISCUSS AND CONSIDER APPROVAL OF SCHOOL UNIT INTERLOCAL AGREEMENT BETWEEN BRYAN ISD AND THE CITY OF BRYAN PERTAINING TO THE PROVISIONS OF SCHOOL RESOURCE OFFICERS

Assistant Director of Safety & Security Rich Himmel reported on Bryan ISD's successful contracts with the Bryan Police Department for School Resource Officers. These contracts have led to a safe and secure learning environment, with 1 Sargent and 10 SROs supporting the elementary, intermediate, and secondary campuses. The estimated annual cost for Bryan ISD for the 2024-2025 school year had risen by less than 1% from the previous school year. The administration strongly recommends approval of the proposed interlocal agreement for the 2024-2025 school year with the City of Bryan.

A **motion** was made by Joel Bryan and seconded by Felicia Benford to approve the resolution authorizing the District to enter into an Interlocal Cooperation Agreement with the City of Bryan regarding the provision of School Resource Officers. *The motion passed unanimously.*

School Leadership

CONSIDER APPROVAL OF THE STUDENT CODE OF CONDUCT FOR THE 2024-2025 SCHOOL YEAR

Executive Director of School Leadership Dr. Brian Merrell presented the Student Code of Conduct for the 2024-25 school year. The document outlined the standard for student conduct and general conduct infractions as recommended by the Texas Association of School Boards (TASB).

A **motion** was made by Leo Gonzalez, II, and seconded by Ruthie Waller for the approval of the Student Code of Conduct for the 2024-2025 School Year as presented. *The motion passed unanimously.*

Closed Session

CONVENE IN CLOSED SESSION

President Dr. Julie Harlin called for a closed session on the subjects allowed at 7:02 p.m., as authorized by Texas Government Code Chapters 551.074, 551.0821, and 551.089.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE - TEXAS GOVERNMENT CODE SECTION 551.074

The agenda item was discussed in a session closed to the public.

PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.0821, DELIBERATION CONCERNING A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED

The agenda item was discussed in a session closed to the public.

DISCUSS ISSUES PERTAINING TO NETWORK SECURITY ASSESSMENTS AND INFORMATION AND DEPLOYMENT OF CRITICAL INFRASTRUCTURE/SECURITY DEVICES - TEXAS GOVERNMENT CODE 551.089

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 7:53 p.m. The Board took no action during the closed session.

ADJOURN

There being no further business, the meeting adjourned at 7:53 p.m.

President

Secretary

2. Consider Approval of Financial Statements and Purchasing Report for July 2024

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Bryan ISD Monthly Update - Budgeted Funds

General Fund

July 2024

	Adopted Budget	1 Months July 2024	Estimated Budget Remaining	July Actual
Revenues:				
Local and Intermediate Sources	90,213,000	2,106,440	88,106,560	2,106,440
State Programs	74,890,000	761,750	74,128,250	761,750
Federal Programs	5,650,000	12,023	5,637,977	12,023
Total Revenues	170,753,000	2,880,213	167,872,787	2,880,213
Expenditures:				
11 Instructional	107,736,309	1,573,561	106,162,748	1,573,561
12 Instructional Resources	1,654,568	23,898	1,630,670	23,898
13 Instructional Staff Development	3,177,100	117,978	3,059,122	117,978
21 Instructional Leadership	4,335,529	355,669	3,979,860	355,669
23 Campus Administration	11,197,614	410,461	10,787,153	410,461
31 Guidance and Counseling	6,504,204	115,544	6,388,660	115,544
32 Social Work Services	231,390	5,911	225,479	5,911
33 Health Services	2,059,324	34,997	2,024,327	34,997
34 Student Transportation	7,921,236	291,402	7,629,834	291,402
35 Food Services	25,000	-	25,000	-
36 Cocurricular / Extracurricular	4,240,419	223,339	4,017,080	223,339
41 General Administration	4,685,099	428,924	4,256,175	428,924
51 Plant Maint. And Operations	16,509,790	1,033,076	15,476,714	1,033,076
52 Security and Monitoring	1,703,426	4,970	1,698,456	4,970
53 Data Processing Services	2,681,296	183,544	2,497,752	183,544
61 Community Services	113,121	3,951	109,170	3,951
71 Debt Services	835,000	-	835,000	-
72 Debt Services - SECO Loan	-	-	-	-
81 Facilities Acquisition & Constr.	-	-	-	-
95 Juvenile Justice AEP	60,000	-	60,000	-
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	1,308,875	-	1,308,875	-
Total Expenditures	176,979,300	4,807,226	172,172,074	4,807,226
Other Resources*	0	0	0	-
Other Uses**	0	0	0	-
Net Other Resources and Uses	0	0	0	-

Bryan ISD Monthly Update - Budgeted Funds

Debt Service

June 2024

	Adopted Budget	1 Months July 2024	Estimated Budget Remaining	July Actual
Revenues:				
Local and Intermediate Sources	37,448,928	836,943	36,611,985	836,943
State Programs	175,000	-	175,000	-
Total Revenues	37,623,928	836,943	36,786,985	836,943
Expenditures:				
71 Debt Services	37,623,928	-	37,623,928	-
Total Expenditures	37,623,928	-	37,623,928	-

Bryan ISD Monthly Update - Budgeted Funds

School Nutrition Services

June 2024

	Adopted Budget	1 Months July 2024	Estimated Budget Remaining	July Actual
Revenues:				
Total Revenues*	12,135,000	63,384	12,071,616	63,384
Expenditures:				
35 Food Services	11,585,000	332,211	11,252,789	332,211
51 Plant Maint. And Operations	550,000	-	550,000	-
Total Expenditures	12,135,000	332,211	11,802,789	332,211

Bryan ISD Monthly Update - Non-Budgeted Funds
Special Revenue Funds
July 2024

	Adopted Budget	1 Months July 2024	Estimated Budget Remaining	July Actual
Revenues:				
Local and Intermediate Sources	-	8,410	-	8,410
State Programs	-	1,339,830	-	1,339,830
Federal Programs	-	291,656	-	291,656
Other	-		-	-
Total Revenues	-	1,639,896	-	1,639,896
Expenditures:				
11 Instructional	-	590,012	-	590,012
12 Instructional Resources	-	1,621	-	1,621
13 Instructional Staff Development	-	248,261	-	248,261
21 Instructional Leadership	-	66,816	-	66,816
23 Campus Administration	-	41,639	-	41,639
31 Guidance and Counseling	-	644,289	-	644,289
32 Social Work Services	-	15,530	-	15,530
33 Health Services	-	27,651	-	27,651
34 Student Transportation	-	-	-	-
35 Food Services	-	-	-	-
36 Cocurricular / Extracurricular	-	-	-	-
41 General Administration	-	-	-	-
51 Plant Maint. And Operations	-	-	-	-
52 Security and Monitoring	-	-	-	-
53 Data Processing Services	-	-	-	-
61 Community Services	-	4,078	-	4,078
71 Debt Services	-	-	-	-
81 Facilities Acquisition & Constr.	-	-	-	-
95 Juvenile Justice AEP	-	-	-	-
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	-	-	-	-
Subtotal Expenditures	-	1,639,896	-	1,639,896
Other Uses	-	-	-	-
Total Expenditures	-	1,639,896	-	1,639,896

These items do not require budgets to be adopted
by the Board of Trustees

BRYAN INDEPENDENT SCHOOL DISTRICT
 REPORT OF SUPERINTENDENT APPROVED PURCHASES (\$25,000 - \$50,000)
 FOR THE MONTH OF JULY 2024



Date	Dept	Campus	Vendor	Amount	Fund	Purch Method	Description
07/01/24	AREA	Administration	Education Advanced	\$27,261.20	General Fund	Purchasing Cooperative	Renewal of TestHound Subscription (Reports and assessments for Testing)
07/01/24	CI	Middle and Intermediate	Imagine Learning	\$49,750.00	Title I	Purchasing Cooperative	MyPath Site License for Davila, SFA, Long, Sadberry, and Rayburn
07/03/24	AREA	Administration	Curriculum Associates	\$25,929.00	IDEA-B	Purchasing Cooperative	Purchase of Supplemental Individualized Curriculum for Students with Disabilities
07/03/24	Sp Ed	Districtwide	Teach Town	\$49,990.00	IDEA-B	Purchasing Cooperative	Supplemental Individualized Curriculum for Students with Disabilities
07/12/24	Maintenance	MC Harris	Acme Architectural	\$31,902.05	Construction/Bond	Purchasing Cooperative	Security Vestibule, including Materials and Labor
07/15/24	Maintenance	DAEP	Acme Architectural	\$31,522.05	Construction/Bond	Purchasing Cooperative	Security Vestibule, including Materials and Labor
07/15/24	Athletics	SFA	BSN Sports	\$26,470.00	General Fund	Bid	Purchase of Additional Lockers due to Schedule Change and Increased Enrollment in the Athletic Program
07/15/24	Maintenance	Rudder	Otis Elevator	\$47,940.98	General Fund	Purchasing Cooperative	Repair of Rudder Elevator Door, to include Parts and Labor

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Education Advanced

FUNDING AMOUNT: \$27,261.20

ADDRESS: 2702 Est 5th Street #372

FUNDING SOURCE: General

CITY, STATE ZIP: Tyler TX 78701

DATE REQUIRED: 7.1.24

PURCHASING/BID METHOD: Renewal

DESCRIPTION:

Test Hound Subscription Renewal \$17,639.60
Test Hound Renewal Performance Tracker \$4810.80
Test Hound Renewal Auto Pilot \$4810.80

JUSTIFICATION:

- Efficiently plan and coordinate all state and local assessments:
 - Automatically generate multiple accommodations reports to ensure each student receives proper testing accommodations.
 - Access the most current information from student information systems, as well as Special Education, 504, and Emergent Bilingual programs.
 - Easily verify that students have met assessment requirements for graduation with reports that illustrate completed and outstanding exams.
 - Manage exclusions and special provisions for students and automatically add re-testers to new testing sessions.
 - Automatically generate state-mandated documentation such as materials control forms, room rosters, master schedules, and attendance forms.

EFFECT ON FUTURE BUDGET YEAR: 2024-2025

REQUESTED BY:

Kelly Morris

DATE:

07/10/2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED: *KB* **DENIED:**

GINGER CARRABINE, SUPERINTENDENT

APPROVED: *GC* **DENIED:**

DATE OF BOARD MEETING:

APPROVED: **DENIED:**

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____ 43

YES: NO:



SALES ORDER

Order Number: EAI-006923 **Order Date:** 4/19/2024

Customer Ship To Information		Customer Bill To Information	
Customer Name	Bryan ISD	Name	Bryan ISD
Address	101 N Texas Ave, Bryan, TX 77803-5398 US	Address	801 S Ennis, Bryan, TX 77803-5398 US
Contact Name	Jill Morris	Contact Name	Jill Morris
Email Address	jill.morris@bryanisd.org	Email Address	jill.morris@bryanisd.org

Order Information		Subscription, Invoicing & Agreement Information	
Order Amount	\$27,261.20	Subscription Start Date	7/1/2024
Currency	USD (\$)	Subscription End Date	6/30/2025
Payment Terms	Net 30 From Invoice Date	Invoicing	Annual Upfront
Account Executive	Lara Miller	Agreement	Terms of Service v20230224

Products	Product	School Year	Invoice Date	Quantity	Unit Price	Extended Price
	TestHound Subscription Renewal	School Year 2024 - 2025	Purchase Order Accepted Date	16,036.00	\$1.10	\$17,639.60
	TH Toolkit Renewal-Performance Tracker Subscription	School Year 2024 - 2025	Purchase Order Accepted Date	16,036.00	\$0.30	\$4,810.80
	TH Toolkit Renewal Auto Pilot Subscription	School Year 2024 - 2025	Purchase Order Accepted Date	16,036.00	\$0.30	\$4,810.80
Grand Total						\$27,261.20

Additional Sales Order Terms
 By signing below, the parties agree to the terms and conditions of this Sales Order Form and the Agreement references above. In no event shall any terms and conditions listed on any Customer purchase order supersede, amend, delete or otherwise alter this Sales Order Form or the Agreement referenced above. Capitalized terms herein used shall have the respective meanings ascribed to them in the Agreement. The Education Advanced Terms of Service version 20230224 may be accessed at <https://www.educationadvanced.com/terms>.
 In no event shall any terms and conditions listed on any Customer purchase order supersede, amend, delete or otherwise alter this Sales Order Form or the Agreement referenced above. Capitalized terms herein used shall have the respective meanings ascribed to them in the Agreement.
 I have complied with my entities business practices in making this purchase and I have obtained all necessary approvals to release funds for this purchase.

Education Advanced, Inc.
By: 
Name: Stuart Lucko
Title: CFO
Date: 22 May 2024

Bryan ISD
By: 
Name: Jill Morris
Title: Director of AREA
Date: 5/20/2024

**EDUCATION ADVANCED
CUSTOMER PURCHASE ORDER**

NOTE TO CUSTOMER: We value your business and want to give you quality service. To ensure that your products and invoices are delivered to the correct locations, we normally process your order after receipt of a purchase order. When your purchase order is not available, we ask you to complete this form to provide us with the information we need to process your order correctly. Thank you.

To Education Advanced:

Please indicate which of the following options applies for this purchase:

(Note: If selecting Option 1, include the purchase order number.)

Option 1: I have provided Education Advanced with my district/school's purchase order under the number provided.

Option 2: I cannot provide a purchase order for the above referenced purchase because my district/school does not issue purchase orders. I have completed all sections of the License Agreement, including the billing and shipping addresses and contact information.

Option 3: I cannot provide a purchase order for the above referenced purchase because I have not received the final purchase order from my district/school's purchasing department. However,

- (a) I have obtained all necessary approvals to release funds for this purchase;
- (b) I have attached a copy of my purchase requisition to this form; and
- (c) I will send the final purchase order to Education Advanced as soon as it is available and appropriate for my district/school's fiscal year by email to billing@educationadvanced.com.

The information I have provided in this form is accurate and I have complied with my district/school's business practices in making this purchase. This form affirms my entity's commitment to pay for the products and services I have ordered within the terms specified in the contract.

I select the following option from above: Option [3]

Jill Morris
Name
Director of AREA
Title


Authorized Signature
5/20/2024
Date

**EDUCATION ADVANCED
CUSTOMER BILLING INFORMATION**

Accounts Payable Contact Name:	Everlyn Harris
Accounts Payable Contact Email Address:	everlyn.harris@bryansisd.org
Accounts Payable Contract Phone Number:	979-202-1076
School Fiscal Year Start Date (mm/dd/yyyy):	mm/dd/yyyy 7.1.2024
Date Purchase Orders can be issued in Fiscal Year (mm/dd/yyyy):	mm/dd/yyyy 7.1.2024

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Imagine learning

FUNDING AMOUNT: 49,750.00

ADDRESS: 8860 E. Chaparral Rd., Ste 100

FUNDING SOURCE: Title 1

CITY, STATE ZIP: Scottsdale, AZ 85250

DATE REQUIRED: August 1, 2024

PURCHASING/BID METHOD: Buy Board

DESCRIPTION: MyPath Site License for Davila Middle School, SFA Middle School, Jane Long Intermediate School , Sadberry Intermediate and Sam Rayburn Middle School

JUSTIFICATION: MyPath is a supplemental program designed to meet students at their level in reading and math, it provides specific instruction to meet the needs of learners.

EFFECT ON FUTURE BUDGET YEAR:

REQUESTED BY: Leslie Holtkamp / Lauren Wooldridge

DATE: 7/11/2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____ YES: NO:

Description imagine learning - MyPath

EXP Amount 49,750.00

Unit Price 19.9

CAMPUS #	SCHOOL NAME	F/RL Enrollment	Account Code						Amount	Units per campus	Round	Cost per campus	
			211	E 11	6399	73	041	4 30					0 12
041	STEPHEN F AUSTIN MS	899	211	E 11	6399	73	041	4 30	0 12	11,788.42	592.38	592.00	11,780.80
045	JANE LONG MS	849	211	E 11	6399	73	045	4 30	0 12	11,132.78	559.44	559.00	11,124.10
046	RAYBURN MS	858	211	E 11	6399	73	046	4 30	0 12	11,250.79	565.37	565.00	11,243.50
047	ARTHUR L DAVILA MS	874	211	E 11	6399	73	047	4 30	0 12	11,460.60	575.91	576.00	11,462.40
049	Sadberry	314	211	E 11	6399	73	049	4 30	0 12	4,117.42	206.91	207.00	4,119.30
		3,794							49,750.00	2,500.00	2,499.00	49,730.10	



Price Quote

8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257

Bryan ISD
 Billing Address
 Bryan TX 77803
 United States

Date 3/8/2024
Quote No. Q-45058
Acct. No. 12215637
Total 49,750.00
Pricing Expires 09/03/2024

Payment Term	Contract Start	Contract End
Net 30	8/1/2024	7/31/2025

Site	Description	End Date	Qty	Amount
Bryan Independent School District	Integration - Clever or Classlink Sync and SSO	07/31/2025	1	0.00
	Integration - Standard Nightly Imports	07/31/2025	1	0.00
Stephen F Austin Middle School	MyPath New Reading and Math Site License	07/31/2025	1	9,950.00
Sam Rayburn Intermediate School	MyPath New Reading and Math Site License	07/31/2025	1	9,950.00
Arthur L Davila Middle School	MyPath New Reading and Math Site License	07/31/2025	1	9,950.00
Sadberry Intermediate	MyPath New Reading and Math Site License	07/31/2025	1	9,950.00
Jane Long Intermediate School	MyPath New Reading and Math Site License	07/31/2025	1	9,950.00

Subtotal 49,750.00
Tax Total 0.00
Total 49,750.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions. These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Bryan ISD

Signature:
Print Name:
Title:
Date:

Jordan Armstrong
Jordan Armstrong
Sr. Math Coordinator
3/19/2024

Imagine Learning Representative

Jordan Armstrong
Account Executive -
jordan.armstrong@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Curriculum Associates

FUNDING AMOUNT: \$25,929.00

ADDRESS: 153 Rangeway Road

FUNDING SOURCE: IDEA

CITY, STATE ZIP: North Billerica, MA 01862-2013

DATE REQUIRED: 8/14/2024

PURCHASING/BID METHOD:

DESCRIPTION:

Supplemental individualized curriculum for students with disabilities.

JUSTIFICATION:

This software is used for individualized instruction and assessment.

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY: Catherine George

DATE: 6/24/2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES: NO:

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Teach Town

FUNDING AMOUNT: \$49,990.00

ADDRESS: 2 Constitution Way

FUNDING SOURCE: IDEA

CITY, STATE ZIP: Woburn, MA 01801

DATE REQUIRED: 8/14/2024

PURCHASING/BID METHOD:

DESCRIPTION:

Supplemental individualized curriculum for students with disabilities.

JUSTIFICATION:

This software is used for individualized instruction and assessment.

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY: Catherine George

DATE: 6/24/2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____ YES: NO:

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Acme Architectural

FUNDING AMOUNT: \$31,902.05

ADDRESS: 1140 State Highway 30, Suite 501

FUNDING SOURCE: Construction/Bond Funds

CITY, STATE ZIP: College Station, Texas 77845

DATE REQUIRED: July 2024

PURCHASING/BID METHOD:

Purchasing Cooperative

DESCRIPTION:

Security Vestibule for MC Harris at Milam

JUSTIFICATION:

Relocation of MC Harros to Milam

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY:

Ron Clary

DATE:

July 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D:

YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:



Quote
8059605

11400 Highway 30
College Station TX 77845
United States
P: (979) 778-0575
customerservice@aahdw.com
<https://www.aahdw.com/>

Bill To:
Attn: Finance Dept.
Bryan ISD
801 South Ennis
Bryan TX 77803
United States

Ship To:
Daryl Robinson
Bryan ISD
3000 Bonham Dr.
Bryan TX 77803
United States

TOTAL
\$31,902.05

Account No	Order Taker	Quote Date	Expiration Date	Terms
102702	Charlie Leikam	7/9/2024	7/23/2024	Net 30
Job		Project		
MC Harris				

Acme Item #	Item Description	Quantity	Unit Cost	Ext. Cost
ZCSGSF	provide and install new storefront windows, doors, and sliding units. Framing to 1-3/4" x 4-1/2" clear anodized, w/ 1/4" clear tempered. Openings and sizes listed below. Reception Desk 1- 300" x 53" full opening size. Will include qty 1 sliding door with transom, sliding door (O X) to be 48" x 36", (24" open size when slider is open), with cylinder lock and thumb turn on the inside. Qty 1 sliding door with transom, sliding door (O X) to be 36" x 36", (18" open size when slider is open), with cylinder lock and thumb turn on the inside. Hardware to be thumb turn and cylinder w/ 1/4" clear tempered. Door Opening by Main Entry 1- 150" x 114"- door/transom framed/ sidelite unit- 6'0 x 7'0, wide stile, 5" top rail, 6" mid rail, 10" bottom prepped for ACME provided, rim exit devices, door closers, removable mullion w/ 1/4" clear tempered	1	\$24,398.89	\$24,398.89
Line Note	***All slider operation to be confirmed before purchasing*** WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS MON-FRI 8AM TO 5PM AFTERHOURS AND WEEKENDS SUBJECT TO ADDITIONAL FEES.			





Quote
8059605

Acme Item #	Item Description	Quantity	Unit Cost	Ext. Cost
NGP2400A83	HD2400A 83" Continuous Hinge	2	\$114.83	\$229.66
VON270037	QEL 99 NL-OP 36" 626 CON EXIT DEVICE	1	\$2,471.04	\$2,471.04
VON2451022	LD 99 EO 626 36" SNB Exit Device	1	\$1,429.92	\$1,429.92
VON911600	990DT 626 Exit Device Trim	1	\$278.02	\$278.02
VON911610	990NLR 626 Exit Device Trim	1	\$278.02	\$278.02
VON120300	KR4954 7'6" 689 Key Removeable Mullion	1	\$1,165.00	\$1,165.00
LCN910150	4040XP-18PA 689 Drop Plate	2	\$57.40	\$114.80
LCN210750	4040XP SCUSH 689 Door Closer	2	\$564.19	\$1,128.38
KEE100200	K-DLA 18" Armored Door Loop	2	\$29.16	\$58.32
ZM001	store front locks	1	\$350.00	\$350.00

Subtotal \$31,902.05
Tax Total (0%) \$0.00

Total \$31,902.05



8059605



Quote
8059605

Acme Architectural Hardware Terms/ Disclaimers:

This quote is confidential and intended only for the customer to whom this quote was made. The phrases and circumstances of this agreement are completely confidential between the parties and shall not be disclosed to anybody else. Any disclosure in violation shall be deemed a breach of this agreement.

Quoted pricing is valid for 14 days from the date of the quote. Due to the unstable market, we are unable to guarantee quoted pricing beyond this timeframe. All Quotes will be reviewed at the time the order is approved and you will be notified of any changes.

Due to circumstances beyond our control, there are no guarantees that lead times or expected ship dates will not change at any moment. Acme will not guarantee any lead times and will not be held responsible for any misleading dates that may have been given. For special order items, freight costs will be added at time of invoicing.

Payment Terms are FIRM based on your current account status with Acme. If you are unsure of your account status, contact your sales rep. All NEW customers are COD until a Net 30 relationship is established with Acme. To open a Net 30 account, please get with your sales rep for a credit application or by emailing customerservice@aahdw.com.

All accounts with balances over 45 days will be subject to credit hold.

If the job is a contract job, pricing is subject to change upon review of contract stipulations and or requirements.

Quotes or bids do NOT include bonds; add 5% to base bid if bond is required. This proposal qualifies under Acme Architectural Hardware's standard insurance coverage. If additional coverage is required, additional charges will apply based on the extent of coverage you are requesting.

Return of material is subject to vendor/ Acme approval and may incur a restocking fee and/ or freight charge. No items will be accepted for return unless product and packaging are in the same condition as when purchased.

If you have any questions, concerns, or comments feel free to contact us at (979) 778-0575 or customerservice@aahdw.com. Thank you for your business!



8059605

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Acme Architectural

FUNDING AMOUNT: \$31,522.05

ADDRESS: 1140 State Highway 30, Suite 501

FUNDING SOURCE: Construction/Bond Funds

CITY, STATE ZIP: College Station, Texas 77845

DATE REQUIRED: July 2024

PURCHASING/BID METHOD:

Purchasing Cooperative

DESCRIPTION:

Security Vestibule for DAEP at Milam

JUSTIFICATION:

Relocation of DAEP to Milam

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY:

Ron Clary

DATE:

July 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:



Quote
8059318

11400 Highway 30
College Station TX 77845
United States
P: (979) 778-0575
customerservice@aahdw.com
<https://www.aahdw.com/>

Bill To:
Attn: Finance Dept.
Bryan ISD
801 South Ennis
Bryan TX 77803
United States

Ship To:
Daryl Robinson
Bryan ISD
3000 Bonham Dr.
Bryan TX 77803
United States

TOTAL
\$31,552.05

Account No	Order Taker	Quote Date	Expiration Date	Terms
102702	Charlie Leikam	6/28/2024	7/12/2024	Net 30
Job		Project		
DEAP				

Acme Item #	Item Description	Quantity	Unit Cost	Ext. Cost
ZCSGSF	provide and install new storefront windows, doors, and sliding units. Framing to 1-3/4" x 4-1/2" clear anodized, w/ 1/4" clear tempered. Openings and sizes listed below. Hallway Door Opening 1- 120" x 108"- door/transom framed/ sidelite unit- 6'0 x 7'0, wide stile, 5" top rail, 6" mid rail, 10" bottom rail, prepped for ACME provided, rim exit devices, door closers, removable mullion w/ 1/4" clear tempered HM Style Mark Slider 1- 33" x 21"- (O X) Slider to be satin anodized track assembly, scrow-on ratchet bar lock w/ 1/4" clear tempered.	1	\$24,398.89	\$24,398.89
Line Note	***All slider operation to be confirmed before purchasing*** WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS MON-FRI 8AM TO 5PM AFTERHOURS AND WEEKENDS SUBJECT TO ADDITIONAL FEES.			
NGP2400A83	HD2400A 83" Continuous Hinge	2	\$114.83	\$229.66
VON270037	QEL 99 NL-OP 36" 626 CON EXIT DEVICE	1	\$2,471.04	\$2,471.04
VON2451022	LD 99 EO 626 36" SNB Exit Device	1	\$1,429.92	\$1,429.92





Quote
8059318

Acme Item #	Item Description	Quantity	Unit Cost	Ext. Cost
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VON911610	990NLR 626 Exit Device Trim	1	\$278.02	\$278.02
VON120300	KR4954 7'6" 689 Key Removeable Mullion	1	\$1,165.00	\$1,165.00
LCN910150	4040XP-18PA 689 Drop Plate	2	\$57.40	\$114.80
LCN210750	4040XP SCUSH 689 Door Closer	2	\$564.19	\$1,128.38
KEE100200	K-DLA 18" Armored Door Loop	2	\$29.16	\$58.32

Subtotal \$31,552.05

Tax Total (0%) \$0.00

Total \$31,552.05



8059318



Quote
8059318

Acme Architectural Hardware Terms/ Disclaimers:

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Quoted pricing is valid for 14 days from the date of the quote. Due to the unstable market, we are unable to guarantee quoted pricing beyond this timeframe. All Quotes will be reviewed at the time the order is approved and you will be notified of any changes.

Due to circumstances beyond our control, there are no guarantees that lead times or expected ship dates will not change at any moment. Acme will not guarantee any lead times and will not be held responsible for any misleading dates that may have been given. For special order items, freight costs will be added at time of invoicing.

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All accounts with balances over 45 days will be subject to credit hold.

If the job is a contract job, pricing is subject to change upon review of contract stipulations and or requirements.

Quotes or bids do NOT include bonds; add 5% to base bid if bond is required. This proposal qualifies under Acme Architectural Hardware's standard insurance coverage. If additional coverage is required, additional charges will apply based on the extent of coverage you are requesting.

Return of material is subject to vendor/ Acme approval and may incur a restocking fee and/ or freight charge. No items will be accepted for return unless product and packaging are in the same condition as when purchased.

If you have any questions, concerns, or comments feel free to contact us at (979) 778-0575 or customerservice@aahdw.com. Thank you for your business!



8059318

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: BSN Sports

FUNDING AMOUNT: \$26,470

ADDRESS: PO Box 7726

FUNDING SOURCE: General Fund

CITY, STATE ZIP: Dallas, Texas

DATE REQUIRED: July 2024

PURCHASING/BID METHOD:

Athletic Bid

DESCRIPTION:

Purchase of additional lockers for SFA Middle School Gym

JUSTIFICATION:

Increased enrollment *due to schedule change*

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY:

Dereck Rush

DATE:

July 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Otis Elevator

FUNDING AMOUNT: \$47,940.98

ADDRESS: PO Box 730400

FUNDING SOURCE: Local Funds

CITY, STATE ZIP: Dallas, Texas 75373

DATE REQUIRED: July 2024

PURCHASING/BID METHOD:

Purchasing Cooperative

DESCRIPTION:

Repair of the Rudder Elevator, to include parts and labor

JUSTIFICATION:

Repairs needed to the Rudder Elevator Door Operator no longer working

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY:

Ron Clary

DATE:

July 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D:

YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

Otis Service and Repair Order

5/30/2024

CUSTOMER NAME

Bryan ISD
3251 AUSTIN'S COLONY
BRYAN, TX 77808

OTIS ELEVATOR COMPANY

1289 North Post Oak Suite 100
Houston, TX 77040

OTIS CONTACT

Jaron Alexander
Phone: (346) 499-1457
Email: Jaron.Alexander@otis.com

PROJECT LOCATION

RUDDER HIGH SCHOOL
3251 AUSTINS COLONY PKWY
BRYAN, TX 77808

PROPOSAL NUMBER

QTE-001922117

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
489906	ONLY ELV *ADA*

SCOPE OF WORK

OTIS GLIDE™ A DOOR OPERATOR

A new OTIS GLIDE™ A door operator will be installed.

The doors on the car and at the hoistway entrances will be power-operated by means of an OTIS GLIDE™ A door operator mounted on top of the car or attached to the car header. The OTIS GLIDE™ A door operator utilizes a closed loop system and direct drive belt technology designed to provide consistent door performance despite changes in temperature or wind, and despite the presence of minor debris in the door track. Using a high-resolution encoder, the system monitors position data and adjusts performance to match operation parameters. The OTIS GLIDE™ A door operator also has a self-learn feature that enables the system to more efficiently be tuned.

The OTIS GLIDE™ A door operator uses energy-efficient permanent magnet AC motors that eliminates the carbon-dust present in traditional door operator systems that use DC induction motors. In addition, lubrication is not required for the OTIS GLIDE™ A door operator's sealed bearings, making the unit cleaner for your building and the environment.

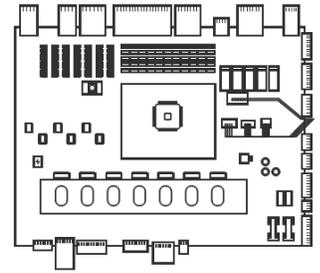
Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. The doors will be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. Door close will be arranged to start after a minimal time, consistent with building and ADA requirements. An electric car door contact will prevent the elevator from operating unless the car door is in the closed position.

OTIS HYDROENHANCE™ UPGRADE

Otis will supply and install our HydroEnhance™ upgrade to replace your current existing obsolete 211 control board. This upgrade will assist in improving reliability and extending the system life of your elevator.

The upgrade kit includes:

- Engineered Adapter & Mounting Kit
- Otis HydroEnhance™ Processor Board
- Unit-Specific Software Engineering



This processor upgrade enables real time monitoring when combined with Otis One™.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE

\$47,940.98

Forty-seven thousand nine hundred forty and 98/100 dollars

This price is based on a **one hundred** percent (**100%**) **downpayment** in the amount of \$47,940.98.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: DANIEL BRUNE

TITLE: Mechanic

Accepted in Duplicate

OTIS SERVICE AND REPAIR ORDER

Bryan ISD	Otis Elevator Company
------------------	------------------------------

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Meagan Milford

Title: _____

Title: Sr Manager & GM - Houston

Email: _____

Email: _____

Company Name: Bryan ISD

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
 THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

3. Consider Approval of the 2024-2025 Memorandum of Understanding Between Bryan ISD and Snook ISD for Student Enrollment at the Career and Technical Education Complex (CTEC)

70

Bryan Independent School District
Memorandum of Understanding

Bryan Independent School District (“BISD”) and the Partner Independent School Districts (individually “Partner ISD”), enter the following Memorandum of Understanding for the 2024-2025 school year regarding the Bryan Career and Technical Education Complex (“Bryan CTEC”).

Now therefore the parties to the Memorandum of Understanding mutually agree to the following:

I. Purpose:

Whereas BISD operates Bryan CTEC as a half day Career and Technical Education program for Juniors and Seniors offering course in the following programs:

- a. Automotive Technology
- b. Construction Technology
- c. Industrial Engineering and Robotics
- d. Welding Technology

II. Student Eligibility Requirement:

- a. In order to apply to enroll in the Bryan CTEC a student must have current Sophomore or Junior standing at a Partner ISD;
- b. A student must have the written approval of his/her Partner ISD in order to apply to enroll in the Bryan CTEC; and
- c. A student must have completed the application to enroll in the Bryan CTEC.

III. Academic Calendar for the Bryan CTEC

- a. The Bryan CTEC will follow the BISD academic calendar for the 2024-2025 school year. This will apply to grades, attendance, holidays, etc.
- b. If a Partner ISD academic calendar differs from the BISD academic calendar, it is the responsibility of the Partner ISD to submit a copy of their academic calendar to BISD prior to the start of the 2024-2025 school year.

IV. Grades

- a. The Bryan CTEC will submit each student’s marking period/six weeks to the student’s home campus at each student’s sending Partner ISD, respectively, based on the BISD academic calendar.
- b. The Bryan CTEC will provide access for grades at all times to each Partner ISD designee and parent/guardian for all students enrolled from the Partner ISD.
- c. If the grading cycle of a Partner ISD is different from the BISD grade cycle, then the Partner ISD may give an incomplete until the BISD grade cycle is completed.

V. Attendance

- a. All students enrolled in the Bryan CTEC from a Partner ISD are expected to attend the Bryan CTEC for the entire school year. Students will not be permitted to withdraw from the Bryan CTEC without Partner ISD's and Bryan CTEC's written approval.
- b. In the event a student enrolled in the Bryan CTEC becomes pregnant during the school year, BISD may require a medical release/authorization approving the student's continued attendance/participation in the Bryan CTEC.
- c. In the event a student enrolled in the Bryan CTEC is unable to continue attending the Bryan CTEC due to medical/health reasons (including, but not limited to pregnancy) the sending Partner ISD will be responsible for providing any homebound and/or pregnancy related services to that student.
- d. The Bryan CTEC will submit student attendance to each student's home campus weekly.
- e. Students are expected to attend the Bryan CTEC according to the BISD academic calendar.
 - i. For instance, if a Partner ISD is not in school, but BISD is, then Partner ISD's students are expected to be present at the Bryan CTEC in which the student is enrolled.
 - ii. If BISD has a scheduled student holiday, but a Partner ISD does not, students from that Partner ISD will not attend the Bryan CTEC on the BISD scheduled student holiday.
 - iii. If a student from a Partner ISD has a school related event causing the student to be absent from the Bryan CTEC, the Partner ISD will notify the Bryan CTEC as soon as confirmation of the event and the student's participation has occurred.

VI. Tuition and Billing

- a. BISD will bill the Partner ISD for the cost of tuition per credit course which shall be calculated as follows: $\text{Basic Allotment} \times \frac{1}{6} \times \text{CTE Weight}$.¹ For example, based on the projected Basic Allotment and CTE Weight for the 2024-2025 school year the tuition per credit course for the 2024-2025 school year would be $\$6,160 \times \frac{1}{6} \times 1.47 = \$1,509$. However, if the Basic Allotment or CTE Weight amounts are adjusted by the State of Texas prior to the start of the school year the tuition amount may change.
 - i. Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone.
 - ii. If a student is removed for disciplinary reasons, the student's tuition will not be prorated based on the number of days enrolled.
 - iii. If a student wishes to withdraw for personal reasons, tuition will not be prorated.
 1. BISD reserves the right to make exceptions on the proration rules set forth above regarding disciplinary and personal withdrawals as determined by Campus Director of the Bryan CTEC.
 - iv. Invoices will be calculated for each student enrolled for each Partner ISD. After the 10th class day of the 2024-2025 academic school year, the full fee of \$1,509.00 per one credit course per student will be charged and billed to the student's ISD.
 - v. An invoice will be mailed out to each Partner ISD for each student enrolled (from the Partner ISD) at the Bryan CTEC during the 2024-2025 school year. Invoices will be mailed after completion of the first six weeks grading cycle of BISD. Payments will be due in two installments with $\frac{1}{2}$ of the tuition due by October 31, 2024 and the remaining $\frac{1}{2}$ of the tuition due by January 31, 2025.

The Basic Allotment and the CTE Weight under this MOU shall be the Basic Allotment and the CTE Weight amounts provided by the Texas Education Agency for the 2024-2025 school year as required under the Texas Education Code and Texas Administrative Code.

VII. Other Fees

- a. Any and all fees for Dual Credit, certification, backgrounds checks, fingerprinting, drug screening, required immunizations, or health tests required will be paid by the student or the sending Partner ISD, as determined by Partner ISD administration.

VIII. Course Offerings

- a. The Bryan CTEC will provide a course list to Partner ISD's prior to the start of the 2024-2025 school year.

IX. Discipline

- a. It is the expectation that students will maintain the highest level of discipline and safety at the Bryan CTEC. It is the expectation that each Partner ISD will support the Bryan CTEC in maintaining discipline. Discipline enforcement will be the responsibility of the sending Partner ISD for its students enrolled in the Bryan CTEC. The Bryan CTEC will use a discipline mode that, to the extent feasible, simulates practices for employees in current professional workplaces. Representatives from the Bryan CTEC will provide detailed report for each student to the student's home campus of the Partner ISD for that campus to use in making a decision on a discipline incident. Partnering districts are expected to enforce their normal disciplinary rules to students of the Bryan CTEC.
- b. Any expulsion, suspension, removal to ISS or DAEP will be administered by the Partner ISD. All ISS and DAEP placements will take place at the Partner ISD.
- c. The Bryan CTEC reserves the right to remove a student at any time for disciplinary reasons.

X. Special Education/504

- a. It is ultimately the responsibility of the Partner ISD to ensure that a student's IEP/504 accommodation plan is implemented as written, as well as to conduct all student ARD and 504 meetings.
- b. Prior to the start of the school year, each Partner ISD will provide written notification to the Bryan CTEC of all Special Education and 504 students, including all IEP plans and accommodation plans from the Partner ISD.
- c. The Bryan CTEC will implement the IEP/504 accommodation plan as written with one exception; it is the responsibility of the sending Partner ISD to provide additional staff support if designated in a student's IEP/504 accommodation plan.
- d. Each sending Partner ISD agrees to invite a Bryan CTEC representative (from the Bryan CTEC in which a particular student is enrolled) to attend and offer feedback for all student ARD and 504 meetings.

XI. Partner ISD's Responsibilities

Each Partner ISD understands and agrees that it is a making a commitment to work collaboratively to achieve project goals and also agrees to the following:

- a. Support and utilize the Bryan CTEC;
- b. Provide transportation for accepted students to and from the Bryan CTEC and to and from the sending Partner ISD;

- c. Ensure students enrolled at the Bryan CTEC are provided the opportunity to have breakfast and lunch at a student's home campus within the sending Partner ISD;
- d. Agrees to work with the Bryan CTEC to accept marking period grades earned by students to calculate the final average for the course and award course credit as appropriate.
- e. Agrees to share all of the following data for the Carl Perkins Grant reporting criteria:
 - i. All demographics of all students attending the Bryan CTEC
 - ii. Certification information – passing rate, as well as failure rate (if applicable)
 - iii. Number of students in each pathway at Bryan CTEC
 - iv. Number of industry partnerships
 - v. Number of college credit hours earned
 - vi. Advanced credits earned (academic Dual credits or AP/IB scores)
 - vii. Number of students in: internships, mentoring, job shadowing, WBL, or working
 - viii. CTSO statistics: membership, participation, advancement in competitions
 - ix. Post-secondary plans for all students

XII. Multiple Counterparts and Facsimile

This Memorandum of Understanding may be executed in separate or multiple counterparts by the parties, each of which shall be deemed to be the original. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by one of the parties, and all such copies shall be considered as one and the same Memorandum of Understanding. In addition, any true and correct photocopy or facsimile copy of this Memorandum of Understanding together with any signature on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including all proceedings relating to this Contract. Upon request by any party, any counterpart, photocopy, or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without affecting the effective date or actual execution dates.

Bryan Independent School District

By: _____ Date: _____
 Ginger Carrabine, Superintendent
 Bryan Independent School District

Partner ISD

By: Megan Pape Date: 6/5/24
 Megan Pape, Superintendent
 Snook Independent School District

4. Consider Approval of 2024-2025 Memorandum of Understanding Between Bryan ISD and College Station ISD for student enrollment at the Career and Technical Education Complex (CTEC)

75

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Bryan Independent School District

By: _____
 Ginger Carrabine, Superintendent
 Bryan Independent School District

Date: _____

Partner ISD

By: _____
 Tim Harkrider, Superintendent
 College Station Independent School District

Date: _____

5. Consider Approval of Memorandum of Understanding with Blinn College for the Dual Credit Programs at Bryan High School and Rudder High School

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**AGREEMENT FOR THE BLINN COLLEGE DISTRICT
DUAL CREDIT PROGRAM**

This Agreement for the Blinn College District Dual Credit Program (Agreement) is by and between BLINN COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas, (College), and:

Bryan ISD

a Texas Public independent school district and political subdivision of the State of Texas, (District) with an effective date of June 1, 2024 (Effective Date). Individually, the College and the District are referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Texas Education Code (TEC) §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (TAC) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, the College and the District desire to establish a dual credit program (Dual Credit Program) to be operated as part of the District’s

Bryan

, high school (School).

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

SECTION 1. GENERAL CRITERIA

A. Blinn College District (College)

1. The College will designate a leadership team to be in charge of the management and supervision of the Dual Credit Program.
2. The College service area includes the following thirteen counties: Austin, Brazos, Burleson, Fayette, Grimes, Lee, Madison, Waller and Washington Counties and parts of Milam, Montgomery, Robertson and Walker Counties.
3. The College will ensure that dual credit courses follow the same quality, sequencing, content, and rigor, as those courses taught to the institution’s other students. [Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standard].

4. In accordance with Applicable Law (as hereinafter defined), the College will offer dual credit courses listed in the current edition of the Texas Higher Education Coordinating Board's (THECB) *Lower Division Academic Course Guide Manual* (ACGM) and *Workforce Education Course Manual* (WECM). Courses offered in each semester shall be determined by the College and agreed upon by the District/School. Courses provided by the College under this Agreement shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College. Developmental courses are not available to dual credit students. Kinesiology courses that count towards the high school graduation physical education requirement will not be offered to dual credit students.
5. Dual credit courses may be offered during any semester in a location and classroom mutually agreed upon by the School and College. The College will seek every opportunity to use the available technology as appropriate to support dual credit sites.
6. The District is responsible for ensuring that dual credit courses meet the Texas Essential Knowledge and Skills (TEKS) requirements. A course equivalency crosswalk will be used to equate high school courses with college courses. Such crosswalk identifies the number of credits that may be earned for each course completed through the Dual Credit Program. It will also provide an alignment of endorsements offered by the District and its corresponding dual credit course. As per SB 1276 from 2019, endorsements offered by the District, and dual credit courses offered under the agreement that apply towards those endorsements shall be aligned with postsecondary pathways and credentials at the institution and industry certifications. Information on postsecondary pathways and industry certifications are available on the College website under Degree Programs. The TEA graduation Toolkit offers information on graduation, college and career resources among others, and can be used as a reference by counselors, students, and families. See Appendix F, Dual Credit Course Crosswalk
7. All College prerequisites must be met and all College course sequencing shall be followed.
8. A participating student's satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policy EGA(LOCAL), which is attached in Appendix A.
9. The College reserves the right to set a minimum number of students for enrollment in each course. If this minimum is not met, the College reserves the right to cancel the course.

10. The College strongly encourages dual credit students taking classes online to have an in-school time scheduled to work with a high school proctor.

B. The School

1. The School is responsible for providing a learning atmosphere and classroom facilities comparable to the ones offered on the College campus, regardless of modality of instruction.
2. The School will provide instructional technology and other auxiliary equipment typically used in support of classroom instruction.
3. The School will provide facilities, personnel, and equipment to meet the particular requirements for the online/internet, Interactive Video Conference (IVC). Appendix B describes video class regulations.
4. The School will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying, advising, and verifying prospective students' eligibility to participate in the Dual Credit Program in accordance with Applicable Law.
5. The School will assign trained professional-level personnel, as applicable and as agreed upon between the Parties, to assist with College registration functions, including but not limited to, completing and collecting appropriate admissions forms, and collecting student documentation.
6. The School/District will initiate the process for course accommodations due to a disability by providing students with documentation outlining required accommodations and services under an Individual Education Plan (IEP). It is the student's responsibility to provide the IEP documentation from the School/District to the Office of Disability Services (ODS) at the College.

Upon receipt of the School/District IEP documentation from the student, the College's ODS will provide a verification form listing the required classroom accommodations to the student. The student is responsible for presenting the verification form from the College's ODS to the instructor and making the necessary arrangements for accommodations with the instructor. Please note that instructors are not allowed to provide classroom accommodation to a student until appropriate verification from the College's ODS has been provided, therefore, it is critical to complete this process as soon as possible to ensure the student receives accommodations. For additional information, please contact the College's ODS.

7. Whereas the College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the District's grading scale, the District/School will provide participating students with a comparative document displaying both the College grading scale and the District's grading scale. *See Appendix A.*
8. Although a student may pass a College class with a grade of D, the District/School will be responsible for communicating to students and parents that under 19 TAC § 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which is the equivalent of 70 on a scale of 100. College personnel will not be expected to communicate with parents. *See Appendix A.*
9. Dual credit students are not affected by the provisions of TEC §51.907. Therefore, dual credit students with Q drops will be recorded as a W and will not be penalized as one of the allowed six-state-drops.

C. Applicable Law

1. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (FERPA); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including TEC Section 28.0022; (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 Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Section 1.C and any other laws, rules, and guidelines applicable

to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

2. The Parties agree:
 - a. To certify that their sites are Americans with Disabilities Act (ADA) compliant;
 - b. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g;
 - c. In all cases, to comply with all federal, state, and local laws applicable to this MOU; and
 - d. To have in place and abide by policy prohibiting discrimination, including harassment, based on sex, race, color, national origin, religion, age, disability, or any other basis prohibited by law.

BLINN COLLEGE DISTRICT NOTICE OF NONDISCRIMINATION

Blinn College District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the College's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The College's Title IX Coordinator is

Dr. Adrienne McCain, Title IX Coordinator
902 College Avenue
Brenham, Texas 77833
Administration Building Room 219
adrienne.mccain@blinn.edu
979-830-4216

Blinn College District's nondiscrimination policy and grievance procedures can be located at www.blinn.edu/title-ix/index.html. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.blinn.edu/title-ix/reporting-information.html>.

The College will investigate all Title IX complaints or concerns that arise in dual credit courses. The College and the District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter. Ownership of the Title IX investigation will depend on the location in which the incident occurred.

BLINN COLLEGE DISTRICT STATEMENT OF NONDISCRIMINATION

The College prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy. For more information, please see College Board Policy DIAB.

BLINN COLLEGE DISTRICT STATEMENT ON PARENTING SERVICES

Any student who, because of their pregnancy or parenting status, may require special arrangements in order to meet the course requirements should contact the Parenting Services Office. Please note that the instructor is not allowed to provide classroom accommodations to a student until verification from the Parenting Services Office has been provided. For additional information, please contact the Parenting Services Office.

SECTION 2. DUAL CREDIT ADMISSION – STUDENT’S REQUIRED ACTIONS

- A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:
 1. Obtaining written or electronic permission from the high school principal or the principal’s designee. All steps for approval are outlined on the Dual Credit Approval Form, as set forth in Appendix C.
 2. Earning a "B" or better average in all high school work attempted or a "C" for WECM trades courses– if the student has a lower average than this, he or she must obtain a written letter from the principal or the principal’s designee stating why the College should allow him or her into the course(s). Upon receiving this letter, the College will determine if the student will be allowed to register.
 3. Completing a College Application for admission through ApplyTexas;
 4. Meeting the following requirements of Applicable Law:
 - a. Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores, exemptions, or waivers must be furnished by the District/School or the student on an official document prior to registration. Current eligibility scores and exemptions are available on the College’s website (<https://www.blinn.edu/dual-credit/eligibilityrequirements.html>).

- b. Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC § 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. This requirement does not apply for students enrolled in the Dual Credit Program who will take classes exclusively at a School facility, or for completely online students. Dual credit students taking classes in-person on any Blinn College Campus must provide proof of the meningitis vaccination. Refer to <http://www.blinn.edu/immunization.html> for detailed information regarding bacterial meningitis.
- B. Students who are enrolled in private or non-accredited secondary schools, or who are homeschooled must meet all admission requirements set forth in this Agreement.

SECTION 3. CLASSES AND SCHEDULES

- A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the School in a timely manner. To facilitate meeting College faculty and course scheduling deadlines, the School will submit the anticipated number of students per course for the next school year by May 1st prior to the beginning of that school year. The School will submit the proposed course schedule for the next school year by July 20th prior to the beginning of that school year.
- B. All high school students enrolled in a College academic dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or District/School calendar. Neither the College nor the District/School shall cancel a class unless it is absolutely necessary. The cancellations shall be processed through the District/School administration upon consultation between the appropriate representatives of the District/School and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the District/School.
- C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law. The College's Dual Credit Program administrator will confer with the School's/District's representative under the Dual Credit Program to confirm such standards. *See also* Appendix C.
- D. Academic dual credit courses must be taught in classes composed (1) solely of academic dual credit students; or (2) of both dual credit students and advanced placement students. In the case of technical classes being approved as an

articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.

- E. In order for the College to provide face-to-face instruction for an academic dual credit course on the School's or another high school campus, the campus must be within a reasonable commuting distance from a College campus, a minimum class size number will be required. The Parties agree that the minimum number of students for a dual credit course in which the instructor is to provide face-to-face instruction may be composed of students from the District/School as well as one or more other school districts or educational institutions. If there are fewer than the minimum number of students required, the Office of Dual Credit Programs will confer with the District's dual credit representative to explore instructional alternatives. The College will not be responsible for and will not provide transportation.
- F. If the College provides face-to-face instruction on the School's campus, students may not take the same course online, except under extenuating circumstances, as determined by the Divisional Dean.

SECTION 4. FACULTY

- A. The faculty assigned to College dual credit courses follow the same requirements for credentialing guidelines posted by the College. Each new dual credit instructor who is a District/School employee or is not otherwise a College employee will be required to follow the same hiring procedures as any College faculty member, which would include, without limitation, completing an application, interviewing, performing a teaching demonstration, credentialing review, and undergoing a background check. All dual credit faculty shall complete an orientation session as required by the College and the academic division.
- B. Approved District Dual Enrollment Faculty teaching Dual Enrollment courses will do so as part of their regular high school teaching assignment and will be responsible for following all applicable District, School, and College regulations and procedures.
- C. The faculty teaching dual credit courses will be compensated as set forth in Section 6, below.
- D. The College's academic leadership will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement. These responsibilities include, but are not limited to, faculty credentialing, curricular discussions, and assessment/evaluation activities including course evaluation and program/course assessment processes. The responsibilities set forth in this

Section 4.B. does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.

SECTION 5. FACILITIES

- A. Per SACSCOC accreditation guidelines, dual credit courses are offered in adequate physical facilities, whether under the control of the College or under the control of the School. The College will assess the facility prior to the beginning of instruction and periodically review facilities to ensure compliance.
- B. College and District/School representatives at each site will assess the facilities, determine the class size, and select the instructional modality.

SECTION 6. FINANCIAL AID FOR SWIFT TRANSFER (FAST) PROGRAM

The state of Texas has created the Financial Aid for Swift Transfer (FAST) program which provides funding to colleges so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines "educationally disadvantaged" as those students eligible for the national free/reduced price lunch program. These students are referred to as FAST eligible students.

Students are "eligible students" under the FAST program if they (1) are enrolled in an eligible dual credit course at a public school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. By statute, the FAST program requires that FAST eligible students at participating institutions incur no cost for their dual credit coursework. A FAST eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to a FAST eligible student.

Dual Credit Courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (see Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate (using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8)
- A foreign language requirement at an institution of higher education

- A core curriculum requirement
- A field of study requirement

Eligibility for the FAST program is determined by the Texas Higher Education Coordinating Board (THECB). Each semester, the College is required to submit a roster of dual credit students to THECB for verification of FAST eligibility. In order to prepare and submit this roster, the District/School agrees to identify and verify to the College the students enrolling in the Dual Credit Program that meet the eligibility requirements for the FAST program. This verification shall occur by August 5th.

Students are eligible to enroll at no cost in a dual credit course under the FAST program if the student meets the following:

1. Is enrolled in high school in a school district or charter school.
2. Is enrolled in a dual credit course at a participating institution of higher education.
3. Was educationally disadvantaged at any time during the four school years proceeding the student's enrollment in the dual credit course described herein.

The Parties will work together to verify FAST-eligible students and dual credit eligibility for each student enrolling in the Dual Credit Program. For Non-FAST eligible students enrolled in dual credit courses, the student will be charged \$56.87 per scheduled credit hour per course or the State of Texas approved tuition rate for the current academic year.

The District/School will be responsible for incurring all remaining educational costs for eligible FAST students enrolled in dual credit courses. These costs may include course fees, lab fees, instructional aids, Course materials, textbooks, supplies, and credentialing fees.

The Parties will work together to develop and provide information to students and parents about the FAST program.

SECTION 7. TUITION

Students enrolled in dual credit courses under the Dual Credit Program will pay tuition for ACGM and WECM dual credit courses in accordance with the option(s) below:

_____ Option 1: **IF**, an instructor who is a College or District employee provides dual credit instruction regardless of location or modality; **THEN**, a NON-FAST student enrolled in the Dual Credit Program will

pay the State of Texas approved tuition rate for the current academic year.

_____ Option 2: IF, a qualified and approved instructor employed by the District is utilized for a course and the College does not pay the selected instructor a faculty overload rate; **THEN**, a NON-FAST student would only pay \$20 per credit hour (e.g. \$60 for a three (3) credit hour course, or \$80 for a four (4) credit hour course). Additionally, under this option, the District will receive a reimbursement of service payment of \$500 for each course section of dual credit. A minimum of eight (8) students are required for each course in the Dual Credit Program

_____ Option 3: IF, a qualified and approved instructor employed by the District is utilized for a technical (WECM) dual credit course and the College pays no compensation to the instructor; **THEN**, the tuition for each student enrolled in that course are waived (e.g. there is NO COST to the student for a College technical dual credit course taught on a high school campus by a high school instructor).

****During the Term (as hereinafter defined) of this Agreement, the credit hour tuition and fees are subject to change as established by the College's Board of Trustees or the State of Texas.***

SECTION 8. COLLEGE FACULTY COMPENSATION

- A. Full-time College faculty will be compensated per their contract.
- B. College adjunct instructors will be compensated based on the rate for the course.

SECTION 9. SYLLABUS, CURRICULUM, SUPPLIES, AND TEXTBOOKS

- A. In accordance with THECB regulations and SACSCOC, Dual Credit instruction must be the same curriculum, materials, grading, and rigor in all College classes regardless of location or modality.
- B. A College Common Syllabus must be posted in Concourse for each dual credit course. The syllabus must contain the same elements of the master course syllabi including, but not limited to course outcomes, course materials, course requirements, College policies and instructors' course policies, as well as a schedule.
- C. Dual Credit courses will use identical or equivalent textbooks, as the courses offered on campus. The College is not responsible for providing textbooks for

students. As per HB 3650 (87th Legislature, 2019), the District/School and the College will consider the use of free or low-cost open educational resources in courses offered under this agreement. These resources will be reviewed periodically and collaboratively by academic personnel from the College and District/School.

- D. As of August 2024, the College is an active participant in the Financial Aid for Swift Transfer (FAST) program. Students that are not eligible for Financial Aid for Swift Transfer (FAST) funds will be responsible for purchasing any required textbooks or additional resources required for the class(es). Students identified as FAST eligible will not incur the cost of required textbooks or additional resources required for the class(es). Cost of books and additional resources will be provided by the District.

SECTION 10. LIBRARY AND LEARNING RESOURCES

Dual credit students and instructors may use the library resources offered by the School or any of the College Campuses. Students also have access to the College's online library resources. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to all College students and instructors.

SECTION 11. ACADEMIC ADVISING AND STUDENT SUPPORT SERVICES

- A. Advising
 - 1. The College will provide adequate instructional support services, including advising and counseling, to meet the needs of dual credit students. The parties shall take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual enrollment course before beginning the course. Appendix G establishes common advising strategies and terminology related to dual credit and college readiness.
 - 2. In active collaboration with the College, the District/School shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences.

3. The designated academic advising contact for dual credit for the College is:

Shannon Williford
Director, Dual Credit Programs
979-209-8218
shannon.williford@blinn.edu

- B. Support Services—Dual credit students may use the computer labs, writing centers, and learning centers on any of the College’s campuses.

SECTION 12. STUDENT CODE OF CONDUCT

- A. Dual credit students must comply with College policies and procedures including, the Student Code of Conduct as outlined in the *College Catalog*. (<http://catalog.blinn.edu/>)
- B. Students must comply with the College’s academic regulations as it relates to academic integrity. (<http://catalog.blinn.edu/content.php?catoid=4&navoid=118#scholasticintegrity-faculty-responsibility-and-student-rights>)
- C. If a student is asked to leave the classroom because of uncivil behavior, the student may not return to that class until the student arranges a conference with the instructor; it is the student’s responsibility to arrange for this conference. For more information on incivility protocol, please consult Board Policy, FLB.

SECTION 13. FUNDING AND PAYMENT

- A. Tuition and fee payments in the amounts set forth in Section 6 are due from students at registration. A payment plan is available upon request. Payment is required by the stated due date; all tuition and fees must be collected and remitted to the College prior to the beginning of classes. Failure to pay by the due date will result in the student being dropped from classes.
- B. Financial Aid is not available to dual credit students. The Higher Education Technical Amendments of 1987 (P.L. 100-50) states, “A student who is enrolled in an elementary or secondary school is not eligible for Title IV assistance for any courses taken at the postsecondary level for the same period” [Compilation of Federal Regulations (CFR) 668.7(a)(2)].
- C. The state funding for dual credit courses will be available to both the District /School and the College based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, foreign language dual credit courses, and classes in a Field of Study⁹² or Program of Study.

- D. If a student requests to take a class more than twice, he or she will be responsible for the tuition for that course and \$ 50.00 per semester hour for the course. Technical courses and FAST-eligible students are exempt from this fee. (*see Blinn College Catalog – College Expenses*)
- E. The College is not responsible for the transportation of dual credit students.

SECTION 14. RECORDS AND REPORTING

- A. **Class Rosters.** The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the School at the close of each semester.
- B. **Student Records; Record Retention; FERPA.** In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the Dual Credit Program; provide the other Party copies of the grades, progress, informational data on student progress and assessment, and information required to establish eligibility to participate in the FAST program. Both Parties will be responsible for maintaining student records and records pertaining to the Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
- C. **Transcription of Credit.** For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

SECTION 15. CONFLICT RESOLUTION

The Parties agree to resolve issues that may arise in the course of this partnership and shall act reasonably and in good faith in the event a conflict or disagreement should arise in the interpretation or implementation of the obligation, terms, and/or responsibilities of the Parties to this Agreement. Throughout the conflict resolution process it is important to balance the need to be responsive to the District's instructional needs as well as the College's responsibility to provide a quality dual credit program while also maintaining accreditation.

Conflicts should be resolved at the lowest level possible with an understanding that, if no agreement is reached, there is a procedure for advancing the conflict through each Party's organization. The key approach will be to maintain communications with early discussion sought on issues/conflicts and solutions summarized in writing after each discussion. In order to be collaborative, the College must be able to communicate with the administrators on campus in which the dual credit students/programs are present.

Each Party shall designate an administrative liaison for the purpose of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and College level (Director, Dual Credit Programs). If a resolution is not found at that initial level, the conflict resolution process shall move to a designated District level administrator (such as a District Director or Assistant Superintendent of Instruction) and a designated College level administrator (Director, Prospective Student Relations and Enrollment Management). If the conflict continues then the process shall proceed to the District Superintendent and the Vice Chancellor, Student Affairs of the College. If a resolution is not found through those initial levels, a request may be made that the matter be handled through the Parties' respective legal counsel.

SECTION 16. TERM AND TERMINATION

- A. **Term.** The Term of this Agreement shall commence upon the Effective Date (Commencement Date) and shall expire on the last day of the second summer semester of 2027 (Expiration Date). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the Agreement is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as the "Initial Term." Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, this Agreement may be extended for a renewal term (Renewal Term). As used in this Agreement, the word "Term" shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this Agreement as set forth herein.
- B. **Termination.** This Agreement may be terminated with or without cause by either Party upon providing written notice to the other Party no later than sixty (60) days prior to the end of the current semester with the termination date being the last day of school under the College's calendar for that semester. Notwithstanding the foregoing, no termination shall take effect with regard to students already enrolled in the Dual Credit Program until such time as those students have completed their dual credit courses.

SECTION 17. GENERAL CONTRACT TERMS

- A. Entire Agreement. This Agreement, including the Recitals, the Appendices, and any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

- B. Amendments. This Agreement may be modified and amended only by written signatures of both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.

- C. Governing Law; Venue This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Washington County, Texas for any action under this Agreement.

Notice. All notices hereunder by either party shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

College:	School District:
Blinn College District	Name: <u>Bryan ISD</u>
902 College Avenue	Address: <u>801 S. Ennis Street</u>
Brenham, Texas 77833	City, State, Zip Code: <u>Bryan, Texas 77808</u>

Contact: Shannon Williford	Contact: <u>Ginger Carrabine</u>

or to such other persons or places as either party may from time to time designate by written notice to the other.

- D. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of the District may teach college courses as adjunct professors of the College or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). This Agreement does not create a partnership or joint venture between the parties hereto, nor does it authorize either Party to serve as the legal representative or agent of the other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.
- E. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under applicable law.
- F. Assignment. Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.
- G. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- H. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- I. No Third Party Rights. This Agreement is made for the sole benefit of the College and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

J. Counterparts; Electronic Signatures; Electronic Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.

SECTION 18: LIST OF APPENDICES

The following appendices are attached to and incorporated into this Blinn College Dual Credit Program Agreement:

- Appendix A: Board Policy EGA(LOCAL) and Current College Procedures for Grading and Credit
- Appendix B: Dual Credit Approval Form
- Appendix C: Notice of Reimbursement of Services
- Appendix D: Dual Credit Course Crosswalk
- Appendix E: Advising Terminology
- Appendix F: Dual Credit Statewide Goals

EXECUTED BY THE PARTIES as of the Effective Date of _____, 2024 by:

BLINN COLLEGE DISTRICT	Bryan High School

	Name of School

Mary Hensley, Ed.D.
Chancellor

Ginger Carrabine
Superintendent

Date: _____

Date: _____

APPENDIX A

Regarding Grading System

EGA(LOCAL) and Current College Procedures for Grading and Credit

The Board shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. The Chancellor shall develop written procedures to implement the grading and credit provisions adopted by the Board. [For class rank calculations and honors determinations, see EGB]

CURRENT COLLEGE PROCEDURES FOR GRADING AND CREDIT

Grades

At the end of each semester, students shall receive a final grade report that shall become a part of their permanent record. The College's grading system shall apply to all courses:

- A (90-100) - Excellent
- B (80-89) - Good
- C (70-79) - Average
- D (60-69) - Poor F (Below 60) - Failure
- I Incomplete
- Q Dropped
- W Dropped Due to Good Cause or Withdrawal from College
- CR Credit
- P Pass
- NP Not Passing
- FS Academic Fresh Start

I - Incomplete: indicates that the coursework was incomplete because of serious illness or other justified emergency. The instructor shall change the grade of “I” to a grade based on the work completed for the course in addition to the work specified in the course completion contract. All incomplete work shall be completed within 90 days of the start of the next long semester. Failure to complete the work specified in the course completion contract shall result in a grade of zero, which shall be factored into the final grade calculation with appropriate weighting relative to other course grades.

Q - Dropped: assigned before or on the official “Q-Date” as indicated on the College calendar when a student is officially dropped from a course.

A “Q” may also be given after the “Q-Date” if the student is passing the course at the time the official drop is processed.

W - Dropped Due to Good Cause: assigned before or on the official “Q-Date” as indicated on the College calendar when a student has officially withdrawn from the College or is officially dropped from a course for any of the following “good cause” reasons:

A severe illness or other debilitating condition that affects the student’s ability to satisfactorily complete a course;

The care of a sick, injured, or needy person if providing that care affects the student’s ability to satisfactorily complete a course; relationship to the student;

The death of a member of the student’s family;

The death of a person who has a sufficiently close relationship to the student;

The student’s active military duty service;

The active military service of a member of the student’s family or a person who has a sufficiently close relationship to the student; or

A change in the student’s work schedule that is beyond the student’s control and affects the student’s ability to satisfactorily complete the course.

For definitions of a student’s “family” and “a person who has a sufficiently close relationship to the student,” see DEFINITIONS FOR GOOD CAUSE EXEMPTION in ECC (LEGAL).

A “W” may also be assigned to a student not impacted by SB 1231 when he or she drops a course or withdraws from the College.

Health Sciences Grading System

The grading system for Health Science programs may differ from the approved College Grading Scale as noted in their program handbook and course syllabi.

Students not meeting these standards in competitive entry programs may continue to enroll in courses outside the discipline as long as they maintain minimum college requirements.

Grade Point Average (GPA)

College progress is normally determined by a grade point average or ratio. Grade points shall be calculated by assigning values to each grade. The value is illustrated in the chart below:

Grade	Grade Points per Semester Hour
A	4
B	3
C	2
D	1
F	0
I, Q, W, CR	0
P, NP, FS	0

The highest grade of a repeated course shall be used in determining the cumulative grade point average. A grade of “W” or “Q” shall not replace a grade of “F” or higher in a repeated course, but a grade of “F” shall replace a grade of “W” or “Q”.

All grades earned while enrolled in the College shall be used in computing a student’s College grade point average (GPA), except grades of I, W, Q, NP, P, FS, and CR.

The computation of a student’s College Graduation GPA shall include transfer coursework but shall not include developmental coursework. [See “Programs of Study“ for detailed information about specific degree requirements.]

Grade Change

For any questions regarding grade changes, call the Vice Chancellor of Academic Affairs at (979) 830-4130. The student must initiate contact no later than the end of the next long semester (e.g., fall to spring, spring to fall, and summer to fall). If the student does not do so, the grade shall stand.

Academic Good Standing

In order to remain in academic good standing with the College, a student must maintain a cumulative grade point average of at least 2.0 (C). A 2.0 cumulative grade point average is the minimum average required for graduation.

Scholastic Probation or Suspension

A student who falls below a 2.0 cumulative grade point average (GPA) at the close of any long semester or summer school will be placed on scholastic probation. A student who fails to achieve a minimum 2.0 semester and cumulative GPA at the end of subsequent semesters will be placed on scholastic suspension. A student with a semester GPA of greater than 2.0 and a cumulative GPA of less than 2.0 will remain on scholastic probation. Students being placed on scholastic probation will receive an email at their Blinn College Buc account. Students being placed on scholastic suspension will be mailed a letter at their permanent address and will receive an email at their Blinn College Buc account.

Students transferring from another college with less than a 2.0 GPA, if admitted, are admitted on scholastic probation. These students must meet the same requirements in subsequent semesters as all other students on scholastic probation (see above).

A student placed on scholastic probation becomes ineligible to be a candidate for an elective or appointive office of a college-sponsored activity or social organization. This restriction does not apply if participation in the activity or organization is part of the requirements of a college course. The student may be required to forfeit college scholarships, be ineligible to represent the College, and may be subject to a loss of veteran's benefits and other financial aid. A student on scholastic probation is required to be advised prior to registration. A student that registers prior to the conclusion of the semester they are placed on probation must be re-advised in order to keep their courses.

A student placed on scholastic suspension will not be allowed to attend the College for one long (fall, spring) semester. At the conclusion of this suspended semester, the student can reenter the College and will be placed on scholastic probation.

For those students who have been scholastically suspended but have extenuating circumstances preventing them from achieving the minimum 2.0 GPA, an appeal for reinstatement may be made. This appeal must be made in writing to the scholastic appeals committee. Information on the appeal procedure and deadline is included in the letter sent to suspended students. The decision of the scholastic appeals committee is final. No appeal for reinstatement may be made after the appeal deadline. If required, a student must make a separate appeal for reinstatement of financial aid funds.

APPENDIX B
Dual Credit Approval Form



2024-25

Dual Credit/Early Admission
Course Approval Form

Name of student _____	Date _____	Blinn ID: _____
High school _____	Class of: _____	
<p>I understand that if I am admitted under this program, I will abide by the rules and regulations of the Blinn College District as outlined in the Blinn College District Catalog which may be found on the Blinn College website, including official registration and withdrawal procedures. I also understand that Blinn College may release my academic record to the high school until I am no longer enrolled at the high school. I further understand that I am not officially enrolled unless all required registration documents and payment have been submitted to the college.</p> <p>Please provide your parent's name and email address below. This will enable access of the form to be passed to the parent for their signature via email notification.</p>		
Parent's First Name _____	Parent's Last Name _____	
Parent Email Address _____	Parent Telephone _____	

Student Signature

Date

To be completed by parent or guardian

I agree to these provisions of admission and enrollments hereby listed for consideration of the student's acceptance and understand he/she must abide by the rules and regulations of the Blinn College District. **I understand the student may be exposed to adult material in the classroom and open laboratories, including libraries, learning centers and computer labs.**

I understand that once the student is registered in a college course he/she is under the rules of the Family Educational Rights and Privacy Act (FERPA), and I may not have access to my student's records without his/her written permission on the FERPA release form.

Parent/ Guardian Signature

Date

Please complete the course request below.			
Course Name	Semester	CRN	Day/Time

For academic dual credit, I certify the student has attained an “80” or better average on all schoolwork attempted. For technical dual credit, I certify the student has attained a “70” or better average on all schoolwork attempted.

Signature of High School Principal or Designee

Date

Completed by Blinn College Official

Signature of College Designee

Date

5/2024

Appendix C

Notice of Reimbursement of Services

Date:

To: Tom Swift, Superintendent, ABC ISD 9876 Hwy 190
P.O. Box 511
ABC, Texas 77000

Re: Blinn College District (College) reimbursement for services of High School
faculty teaching Dual Credit classes during AY 2024-2025

From:

- ABC ISD agrees to provide the following credentialed high school faculty member(s):_, and _____ to teach a College Dual Credit course.
- The dual credit students in this class will be charged for fees according to the Agreement between the College and the District.
- ABC ISD agrees that the said class will be required to have a minimum of eight (8) students in order to make.
- The College agrees to reimburse ABC ISD \$500.00 for the services rendered by the teachers listed above who has been approved and credentialed to teach a College Dual Credit Class.
- The College will submit the reimbursement for services to the District at the end of each long semester.

Budget Code _____

Mary Hensley, Ed.D., Chancellor of the Blinn College District

Date

Tom Swift, Superintendent, ABC ISD

Date

APPENDIX D
Dual Credit Course Crosswalk

*High School course is subject to change. Alignment of high school course is determined and approved by the High School.

** Each school district determines which courses they will offer as dual credit.

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
Academic Course Guide Manual courses				
Business				
ECON 2301	Principles of Macro Economics	Economics	3	All Areas
Communications				
SPCH 1311	Introduction to Speech Communication	Public Speaking	3	All Areas
SPCH 1315	Public Speaking	Public Speaking	3	All Areas
SPCH 1321	Business & Professional Communication	Public Speaking	3	All Areas
English/ Language Arts				
ENGL 1301	Composition I	English III or English IV	3	All Areas
ENGL 1302	Composition II		3	All Areas
ENGL 2322	British Literature I	English IV, if completed prerequisites ENGL 1301 & ENGL 1302	3	All Areas
ENGL 2323	British Literature II		3	All Areas
ENGL 2327	Survey of American Literature I	Determined by HS	3	All Areas
ENGL 2328	Survey of American Literature II	Determined by HS	3	All Areas
ENGL 2332	World Literature I	Determined by HS	3	All Areas
ENGL 2333	World Literature II	Determined by HS	3	All Areas
Fine Arts				
ARCH 1301	Architectural History I	Determined by HS	3	Business & Industry
ARTS 1301	Art Appreciation	Determined by HS	3	Arts/Humanities
ARTS 1303	Art History I	Determined by HS	3	Arts/Humanities
ARTS 1304	Art History II	Determined by HS	3	Arts/Humanities
DRAM 1310	Theater Appreciation	Determined by HS	3	Arts/Humanities
DRAM 2362	History of the Theater II	Determined by HS	3	Arts/Humanities
MUSI 1306	Music Appreciation	Determined by HS	3	Arts/Humanities

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
Foreign Languages				
CZEC 1471	Beginning Czech I	Determined by HS	4	Arts/Humanities
CZEC 1472	Beginning Czech II	Determined by HS	4	Arts/Humanities
CZEC 2371	Intermediate Czech I	Determined by HS	3	Arts/Humanities
CZEC 2372	Intermediate Czech II	Determined by HS	3	Arts/Humanities
FREN 1411	Beginning French I	Determined by HS	4	Arts/Humanities
FREN 1412	Beginning French II	Determined by HS	4	Arts/Humanities
SGNL 1401	American Sign Language I	Determined by HS	4	Arts/Humanities
SGNL 1402	American Sign Language II	Determined by HS	4	Arts/Humanities
SPAN 1411	Beginning Spanish I	Spanish III or Spanish IV	4	Arts/Humanities
SPAN 1412	Beginning Spanish II		4	Arts/Humanities
Mathematics				
MATH 1314	College Algebra	Determined by HS	3	All Areas
MATH 1316	Plane Trigonometry	Determined by HS	3	All Areas
MATH 1324	Math for Business and Social Sciences I	Determined by HS	3	All Areas
MATH 1325	Calculus for Business and Social Sciences	Determined by HS	3	All Areas
MATH 1332	Contemporary Mathematics I	Determined by HS	3	All Areas
MATH 1342	Elementary Statistical Methods	Determined by HS	3	All Areas
MATH 1414	College Algebra for Science/Engineer Majors	Determined by HS	4	All Areas
MATH 2412	Pre-Calculus Math	Determined by HS	4	All Areas
MATH 2413	Calculus I	Determined by HS	4	All Areas
Natural Sciences				
AGRI 1315	Horticulture (lecture)	Determined by HS	3	All Areas
ANTH 2301	Physical Anthropology (lecture)	Determined by HS		
BIOL 1108	Biology for Non-Science Majors Laboratory I (lab)	Determined by HS	1	All Areas
BIOL 1308	Biology for Non-Science Majors I (lecture)		3	All Areas
BIOL 1406	Biology for Science Majors I (lecture + lab)	Biology	4	All Areas
BIOL 1407	Biology for Science Majors II (lecture + lab)		4	All Areas

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
BIOL 2401	Anatomy & Physiology I (lecture + lab)	Anatomy & Physiology	4	All Areas
BIOL 2402	Anatomy & Physiology II (lecture + lab)		4	All Areas
CHEM 1305	Introductory Chemistry I (lecture)		3	All Areas
CHEM 1105	Introductory Chemistry Laboratory I (lab)		1	All Areas
CHEM 1411	General Chemistry I (lecture + lab)	Chemistry	4	All Areas
CHEM 1412	General Chemistry II (lecture + lab)		4	All Areas
PHYS 1401	College Physics I (lecture + lab)	Physics	4	All Areas
PHYS 1402	College Physics II (lecture + lab)		4	All Areas
Social Sciences				
AGRI 2317	Introduction to Agricultural Economics	Determined by HS	3	All Areas
ANTH 2351	Cultural Anthropology	Determined by HS	3	All Areas
EDUC 1300	Learning Framework (3 SCH Version)	Determined by HS	3	All Areas
GEOG 1302	Human Geography	Determined by HS	3	All Areas
GEOG 1303	World Geography	Determined by HS	3	All Areas
GOVT 2305	Federal Government	US Government	3	All Areas
GOVT 2306	State Government	Determined by HS	3	All Areas
HIST 1301	United States History I	US History	3	All Areas
HIST 1302	United States History II		3	All Areas
PSYC 2301	General Psychology	Psychology	3	All Areas
SOCI 1301	Introductory Sociology	Sociology	3	All Areas
TECA 1354	Child Growth & Development	Determined by HS	3	All Areas
Workforce Education Course Manual courses				
Agriculture – Plant Science				
POFT 1300	Career Exploration/Planning	Principles of Agriculture, Food, and Natural Resources	3	Business & Industry
FMKT 1301	Floral Design	Floral Design	3	Business & Industry

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
HALT 1301	Principles of Horticulture	Horticultural Science	3	Business & Industry
FMKT 2331	Advanced Floral Design	Advance Floral Design	3	Business & Industry
Applied Technology				
WLDG 1425	Introduction to Oxy Fuel Welding & Cutting	Welding	4	Business & Industry
WLDG 1428	Introduction to Shielded Metal Arc Welding	Welding or Advanced Welding	4	Business & Industry
WLDG 1430	Introduction to Gas Metal Arc Welding	Welding or Advanced Welding	4	Business & Industry
WLDG 1457	Intermediate Shielded Metal Arc Welding	Advanced Welding	4	Business & Industry
WLDG 1434	Introduction to Gas Tungsten Arc Welding	Advanced Welding	4	Business & Industry
WLDG 2447	Advanced Gas Metal Arc Welding	Advanced Welding	4	Business & Industry
MCHN 1338	Basic Machine Shop	Determined by HS	3	Business & Industry
Arts, Audio/Video Technology, and Communications				
ARTV 1351	Digital Video	Audio/Video (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1302	Digital Imaging I	Graphic Design (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1313	Digital Publishing I	Printing & Imaging Technology (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1353	Computer Illustration	Determined by HS	3	Business & Industry
ARTC 2313	Digital Publishing II	Advanced Printing & Imaging Technology (as determined by College Program Coordinator)	3	Business & Industry

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
Business				
ITSW 1301	Introduction to Word Processing	BIM I	3	Business & Industry
ITSW 1304 or ITSW 1307	Introduction to Spreadsheets	BIM II	3	Business & Industry
	Introduction to Databases		3	Business & Industry
ACNT 1303	Introduction to Accounting I	Accounting	3	Business & Industry
Health Science				
HITT 1301	Health Data Content & Structure	Determined by HS	3	Public Services
HITT 1305	Medical Terminology I	Determined by HS	3	Public Services
NURA 1301	Nurse Aide For Health Care	Determined by HS	3	Public Services
NURA 1160	Clinical Ass't/Aide-Nursing & Patient Care Ass't/Aide	Determined by HS	1	Public Services
Human Services				
CDEC 1313	Curriculum Resources for Early Childhood Programs	Child Guidance	3	Public Services
CDEC 1318	Wellness of the Young Child		3	Public Services
CDEC 1354	Child Growth & Development	Child Development	3	Public Services
Information Technology				
IMED 1316	Web Design I	Web Technologies	3	Business & Industry
IMED 2315	Web Design II		3	Business & Industry
ITSC 1325	Personal Computer Hardware	Computer Maintenance	3	Business & Industry
ITNW 1325	Fundamentals of Networking Technologies	Telecommunications & Networking	3	Business & Industry
Law, Public Safety, Correction, and Security				
CRIJ 1301	Introduction to Criminal Justice	Determined by HS	3	Public Services
CRIJ 1307	Crime in America	Determined by HS	3	Public Services
CJSA 1322	Introduction to Criminal Justice	Law Enforcement I	3	Public Services

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
CJSA 1312	Crime in America	Law Enforcement II	3	Public Services
CJSA 1327	Fundamentals of Criminal Law	Principles of Law, Public Safety	3	Public Services
CJSA 1342	Criminal Investigation	Criminal Investigations	3	Public Services

APPENDIX E
Advising Terminology

As per SB 1276 (86th Legislature, 2019) below is the terminology related to advising for dual credit and college readiness.

Advanced Placement (AP) – College-level coursework designed by the College Board which provides students the potential to earn college credit with a qualifying score on an Advanced Placement exam.

Advising – Individualized academic guidance for students to help them succeed in their future education and career goals.

College Level Examination Program (CLEP) – A program in which students can earn credit by examination by taking the CLEP exam.

Contact Hours – The total number of hours a class meets each week.

Degree Plan – A statement of the course of study requirements that an undergraduate student at an institution of higher education must complete to be awarded an associate or bachelor's degree from the institution.

Dual Credit – High school students take college level courses, for both high school and college credit.

Drop – Request to be removed from a course while in progress. Dual credit students must request to be dropped from a class through the Blinn College Dual Credit Office.

Early Admissions – College level courses taken by high school students for college credit only.

Family Educational Rights and Privacy Act (FERPA) – A federal law that protects the privacy of student records.

Lower Division Academic Course Guide Manual (ACGM) – the official list of courses approved for general academic transfer that may be offered by public community and technical colleges in Texas for state funding.

Math Placement Exam (MPE) – Students can earn credit by examination for math courses by taking the MPE.

Prerequisite – A course required to be successfully completed before taking another course.

Workforce Education Course Manual (WECM) – Provides community and technical colleges with web-based inventory of pre-approved courses developed in close partnership with Instructional Specialists representing a wide variety of technical fields.

APPENDIX F

Statewide Dual Credit Goals

As per HB 1638 (85th Legislature, 2017) below is the alignment of state goals for dual credit.

Goal 1: Independent school districts (ISD) and institutions of higher education (IHE) will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

Measures of implementation: Documentation summarizing collaboration and outreach efforts of IHEs and ISD partners will be readily available and posted.

Examples:

1. Collaboration between ISDs and the Blinn College Dual Credit Program to host informational sessions for students, parents and community partners on the benefits and cost of dual credit opportunities.
2. Prospective Student Relations Advisors provide information about the College and dual credit opportunities at high school and community events.
3. High School Counselor Workshops are provided for area high school counselors.

Information about departmental programs and College support services is offered.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

Measures of implementation: Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

Examples

1. The Office of Prospective Student Relations offers college tours.
2. New Student Registration events are offered and students are advised, registered, and have the option to review financial aid.
3. Dual credit students are automatically transitioned to traditional students, once they reach the spring of their senior year.

Goal 3: All dual credit students will receive academic and college readiness advising with access to bridge them successfully into college course completion.

Measures of implementation: Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

Examples:

1. Advising and career counseling are offered to all dual credit students.
2. Dual credit students have access to the Learning Center, the Writing Center, Disability Services, Counseling, the Testing Center, Libraries and Open Computer Labs.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Measure of implementation: Analysis of performance in subsequent course work.

Examples:

1. Institutional research data showing student performance in college credit.
2. In accordance with THECB regulations and SACSCOC, Dual Credit instruction must follow the same curriculum, materials, grading, and rigor in all classes, regardless of location or modality.
3. College readiness requirements are in place for students to be eligible to participate in dual credit, as the courses taken are taught at a college-level.

**AGREEMENT FOR THE BLINN COLLEGE DISTRICT
DUAL CREDIT PROGRAM**

This Agreement for the Blinn College District Dual Credit Program (Agreement) is by and between BLINN COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas, (College), and:

Bryan ISD

a Texas Public independent school district and political subdivision of the State of Texas, (District) with an effective date of June 1, 2024 (Effective Date). Individually, the College and the District are referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Texas Education Code (TEC) §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (TAC) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, the College and the District desire to establish a dual credit program (Dual Credit Program) to be operated as part of the District’s

James Earl Rudder

, high school (School).

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

SECTION 1. GENERAL CRITERIA

A. Blinn College District (College)

1. The College will designate a leadership team to be in charge of the management and supervision of the Dual Credit Program.
2. The College service area includes the following thirteen counties: Austin, Brazos, Burleson, Fayette, Grimes, Lee, Madison, Waller and Washington Counties and parts of Milam, Montgomery, Robertson and Walker Counties.
3. The College will ensure that dual credit courses follow the same quality, sequencing, content, and rigor, as those courses taught to the institution’s other students. [Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standard].

4. In accordance with Applicable Law (as hereinafter defined), the College will offer dual credit courses listed in the current edition of the Texas Higher Education Coordinating Board's (THECB) *Lower Division Academic Course Guide Manual* (ACGM) and *Workforce Education Course Manual* (WECM). Courses offered in each semester shall be determined by the College and agreed upon by the District/School. Courses provided by the College under this Agreement shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College. Developmental courses are not available to dual credit students. Kinesiology courses that count towards the high school graduation physical education requirement will not be offered to dual credit students.
5. Dual credit courses may be offered during any semester in a location and classroom mutually agreed upon by the School and College. The College will seek every opportunity to use the available technology as appropriate to support dual credit sites.
6. The District is responsible for ensuring that dual credit courses meet the Texas Essential Knowledge and Skills (TEKS) requirements. A course equivalency crosswalk will be used to equate high school courses with college courses. Such crosswalk identifies the number of credits that may be earned for each course completed through the Dual Credit Program. It will also provide an alignment of endorsements offered by the District and its corresponding dual credit course. As per SB 1276 from 2019, endorsements offered by the District, and dual credit courses offered under the agreement that apply towards those endorsements shall be aligned with postsecondary pathways and credentials at the institution and industry certifications. Information on postsecondary pathways and industry certifications are available on the College website under Degree Programs. The TEA graduation Toolkit offers information on graduation, college and career resources among others, and can be used as a reference by counselors, students, and families. See Appendix F, Dual Credit Course Crosswalk
7. All College prerequisites must be met and all College course sequencing shall be followed.
8. A participating student's satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policy EGA(LOCAL), which is attached in Appendix A.
9. The College reserves the right to set a minimum number of students for enrollment in each course. If this minimum is not met, the College reserves the right to cancel the course.

10. The College strongly encourages dual credit students taking classes online to have an in-school time scheduled to work with a high school proctor.

B. The School

1. The School is responsible for providing a learning atmosphere and classroom facilities comparable to the ones offered on the College campus, regardless of modality of instruction.
2. The School will provide instructional technology and other auxiliary equipment typically used in support of classroom instruction.
3. The School will provide facilities, personnel, and equipment to meet the particular requirements for the online/internet, Interactive Video Conference (IVC). Appendix B describes video class regulations.
4. The School will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying, advising, and verifying prospective students' eligibility to participate in the Dual Credit Program in accordance with Applicable Law.
5. The School will assign trained professional-level personnel, as applicable and as agreed upon between the Parties, to assist with College registration functions, including but not limited to, completing and collecting appropriate admissions forms, and collecting student documentation.
6. The School/District will initiate the process for course accommodations due to a disability by providing students with documentation outlining required accommodations and services under an Individual Education Plan (IEP). It is the student's responsibility to provide the IEP documentation from the School/District to the Office of Disability Services (ODS) at the College.

Upon receipt of the School/District IEP documentation from the student, the College's ODS will provide a verification form listing the required classroom accommodations to the student. The student is responsible for presenting the verification form from the College's ODS to the instructor and making the necessary arrangements for accommodations with the instructor. Please note that instructors are not allowed to provide classroom accommodation to a student until appropriate verification from the College's ODS has been provided, therefore, it is critical to complete this process as soon as possible to ensure the student receives accommodations. For additional information, please contact the College's ODS.

7. Whereas the College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the District's grading scale, the District/School will provide participating students with a comparative document displaying both the College grading scale and the District's grading scale. *See Appendix A.*
8. Although a student may pass a College class with a grade of D, the District/School will be responsible for communicating to students and parents that under 19 TAC § 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which is the equivalent of 70 on a scale of 100. College personnel will not be expected to communicate with parents. *See Appendix A.*
9. Dual credit students are not affected by the provisions of TEC §51.907. Therefore, dual credit students with Q drops will be recorded as a W and will not be penalized as one of the allowed six-state-drops.

C. Applicable Law

1. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (FERPA); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including TEC Section 28.0022; (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 Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Section 1.C and any other laws, rules, and guidelines applicable

to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

2. The Parties agree:
 - a. To certify that their sites are Americans with Disabilities Act (ADA) compliant;
 - b. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g;
 - c. In all cases, to comply with all federal, state, and local laws applicable to this MOU; and
 - d. To have in place and abide by policy prohibiting discrimination, including harassment, based on sex, race, color, national origin, religion, age, disability, or any other basis prohibited by law.

BLINN COLLEGE DISTRICT NOTICE OF NONDISCRIMINATION

Blinn College District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the College's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The College's Title IX Coordinator is

Dr. Adrienne McCain, Title IX Coordinator
902 College Avenue
Brenham, Texas 77833
Administration Building Room 219
adrienne.mccain@blinn.edu
979-830-4216

Blinn College District's nondiscrimination policy and grievance procedures can be located at www.blinn.edu/title-ix/index.html. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.blinn.edu/title-ix/reporting-information.html>.

The College will investigate all Title IX complaints or concerns that arise in dual credit courses. The College and the District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter. Ownership of the Title IX investigation will depend on the location in which the incident occurred.

BLINN COLLEGE DISTRICT STATEMENT OF NONDISCRIMINATION

The College prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy. For more information, please see College Board Policy DIAB.

BLINN COLLEGE DISTRICT STATEMENT ON PARENTING SERVICES

Any student who, because of their pregnancy or parenting status, may require special arrangements in order to meet the course requirements should contact the Parenting Services Office. Please note that the instructor is not allowed to provide classroom accommodations to a student until verification from the Parenting Services Office has been provided. For additional information, please contact the Parenting Services Office.

SECTION 2. DUAL CREDIT ADMISSION – STUDENT’S REQUIRED ACTIONS

- A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:
 1. Obtaining written or electronic permission from the high school principal or the principal’s designee. All steps for approval are outlined on the Dual Credit Approval Form, as set forth in Appendix C.
 2. Earning a "B" or better average in all high school work attempted or a “C” for WECM trades courses– if the student has a lower average than this, he or she must obtain a written letter from the principal or the principal’s designee stating why the College should allow him or her into the course(s). Upon receiving this letter, the College will determine if the student will be allowed to register.
 3. Completing a College Application for admission through ApplyTexas;
 4. Meeting the following requirements of Applicable Law:
 - a. Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores, exemptions, or waivers must be furnished by the District/School or the student on an official document prior to registration. Current eligibility scores and exemptions are available on the College’s website (<https://www.blinn.edu/dual-credit/eligibilityrequirements.html>).

- b. Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC § 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. This requirement does not apply for students enrolled in the Dual Credit Program who will take classes exclusively at a School facility, or for completely online students. Dual credit students taking classes in-person on any Blinn College Campus must provide proof of the meningitis vaccination. Refer to <http://www.blinn.edu/immunization.html> for detailed information regarding bacterial meningitis.
- B. Students who are enrolled in private or non-accredited secondary schools, or who are homeschooled must meet all admission requirements set forth in this Agreement.

SECTION 3. CLASSES AND SCHEDULES

- A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the School in a timely manner. To facilitate meeting College faculty and course scheduling deadlines, the School will submit the anticipated number of students per course for the next school year by May 1st prior to the beginning of that school year. The School will submit the proposed course schedule for the next school year by July 20th prior to the beginning of that school year.
- B. All high school students enrolled in a College academic dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or District/School calendar. Neither the College nor the District/School shall cancel a class unless it is absolutely necessary. The cancellations shall be processed through the District/School administration upon consultation between the appropriate representatives of the District/School and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the District/School.
- C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law. The College's Dual Credit Program administrator will confer with the School's/District's representative under the Dual Credit Program to confirm such standards. *See also* Appendix C.
- D. Academic dual credit courses must be taught in classes composed (1) solely of academic dual credit students; or (2) of both dual credit students and advanced placement students. In the case of technical classes being approved as an

articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.

- E. In order for the College to provide face-to-face instruction for an academic dual credit course on the School's or another high school campus, the campus must be within a reasonable commuting distance from a College campus, a minimum class size number will be required. The Parties agree that the minimum number of students for a dual credit course in which the instructor is to provide face-to-face instruction may be composed of students from the District/School as well as one or more other school districts or educational institutions. If there are fewer than the minimum number of students required, the Office of Dual Credit Programs will confer with the District's dual credit representative to explore instructional alternatives. The College will not be responsible for and will not provide transportation.
- F. If the College provides face-to-face instruction on the School's campus, students may not take the same course online, except under extenuating circumstances, as determined by the Divisional Dean.

SECTION 4. FACULTY

- A. The faculty assigned to College dual credit courses follow the same requirements for credentialing guidelines posted by the College. Each new dual credit instructor who is a District/School employee or is not otherwise a College employee will be required to follow the same hiring procedures as any College faculty member, which would include, without limitation, completing an application, interviewing, performing a teaching demonstration, credentialing review, and undergoing a background check. All dual credit faculty shall complete an orientation session as required by the College and the academic division.
- B. Approved District Dual Enrollment Faculty teaching Dual Enrollment courses will do so as part of their regular high school teaching assignment and will be responsible for following all applicable District, School, and College regulations and procedures.
- C. The faculty teaching dual credit courses will be compensated as set forth in Section 6, below.
- D. The College's academic leadership will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement. These responsibilities include, but are not limited to, faculty credentialing, curricular discussions, and assessment/evaluation activities including course evaluation and program/course assessment processes. The responsibilities set forth in this

Section 4.B. does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.

SECTION 5. FACILITIES

- A. Per SACSCOC accreditation guidelines, dual credit courses are offered in adequate physical facilities, whether under the control of the College or under the control of the School. The College will assess the facility prior to the beginning of instruction and periodically review facilities to ensure compliance.
- B. College and District/School representatives at each site will assess the facilities, determine the class size, and select the instructional modality.

SECTION 6. FINANCIAL AID FOR SWIFT TRANSFER (FAST) PROGRAM

The state of Texas has created the Financial Aid for Swift Transfer (FAST) program which provides funding to colleges so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines "educationally disadvantaged" as those students eligible for the national free/reduced price lunch program. These students are referred to as FAST eligible students.

Students are "eligible students" under the FAST program if they (1) are enrolled in an eligible dual credit course at a public school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. By statute, the FAST program requires that FAST eligible students at participating institutions incur no cost for their dual credit coursework. A FAST eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to a FAST eligible student.

Dual Credit Courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (see Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate (using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8)
- A foreign language requirement ~~at~~ an institution of higher education

- A core curriculum requirement
- A field of study requirement

Eligibility for the FAST program is determined by the Texas Higher Education Coordinating Board (THECB). Each semester, the College is required to submit a roster of dual credit students to THECB for verification of FAST eligibility. In order to prepare and submit this roster, the District/School agrees to identify and verify to the College the students enrolling in the Dual Credit Program that meet the eligibility requirements for the FAST program. This verification shall occur by August 5th.

Students are eligible to enroll at no cost in a dual credit course under the FAST program if the student meets the following:

1. Is enrolled in high school in a school district or charter school.
2. Is enrolled in a dual credit course at a participating institution of higher education.
3. Was educationally disadvantaged at any time during the four school years proceeding the student's enrollment in the dual credit course described herein.

The Parties will work together to verify FAST-eligible students and dual credit eligibility for each student enrolling in the Dual Credit Program. For Non-FAST eligible students enrolled in dual credit courses, the student will be charged \$56.87 per scheduled credit hour per course or the State of Texas approved tuition rate for the current academic year.

The District/School will be responsible for incurring all remaining educational costs for eligible FAST students enrolled in dual credit courses. These costs may include course fees, lab fees, instructional aids, Course materials, textbooks, supplies, and credentialing fees.

The Parties will work together to develop and provide information to students and parents about the FAST program.

SECTION 7. TUITION

Students enrolled in dual credit courses under the Dual Credit Program will pay tuition for ACGM and WECM dual credit courses in accordance with the option(s) below:

_____ Option 1: **IF**, an instructor who is a College or District employee provides dual credit instruction regardless of location or modality; **THEN**, a NON-FAST student enrolled in the Dual Credit Program will

pay the State of Texas approved tuition rate for the current academic year.

_____ Option 2: IF, a qualified and approved instructor employed by the District is utilized for a course and the College does not pay the selected instructor a faculty overload rate; **THEN**, a NON-FAST student would only pay \$20 per credit hour (e.g. \$60 for a three (3) credit hour course, or \$80 for a four (4) credit hour course). Additionally, under this option, the District will receive a reimbursement of service payment of \$500 for each course section of dual credit. A minimum of eight (8) students are required for each course in the Dual Credit Program

_____ Option 3: IF, a qualified and approved instructor employed by the District is utilized for a technical (WECM) dual credit course and the College pays no compensation to the instructor; **THEN**, the tuition for each student enrolled in that course are waived (e.g. there is NO COST to the student for a College technical dual credit course taught on a high school campus by a high school instructor).

****During the Term (as hereinafter defined) of this Agreement, the credit hour tuition and fees are subject to change as established by the College's Board of Trustees or the State of Texas.***

SECTION 8. COLLEGE FACULTY COMPENSATION

- A. Full-time College faculty will be compensated per their contract.
- B. College adjunct instructors will be compensated based on the rate for the course.

SECTION 9. SYLLABUS, CURRICULUM, SUPPLIES, AND TEXTBOOKS

- A. In accordance with THECB regulations and SACSCOC, Dual Credit instruction must be the same curriculum, materials, grading, and rigor in all College classes regardless of location or modality.
- B. A College Common Syllabus must be posted in Concourse for each dual credit course. The syllabus must contain the same elements of the master course syllabi including, but not limited to course outcomes, course materials, course requirements, College policies and instructors' course policies, as well as a schedule.
- C. Dual Credit courses will use identical or equivalent textbooks, as the courses offered on campus. The College is not responsible for providing textbooks for

students. As per HB 3650 (87th Legislature, 2019), the District/School and the College will consider the use of free or low-cost open educational resources in courses offered under this agreement. These resources will be reviewed periodically and collaboratively by academic personnel from the College and District/School.

- D. As of August 2024, the College is an active participant in the Financial Aid for Swift Transfer (FAST) program. Students that are not eligible for Financial Aid for Swift Transfer (FAST) funds will be responsible for purchasing any required textbooks or additional resources required for the class(es). Students identified as FAST eligible will not incur the cost of required textbooks or additional resources required for the class(es). Cost of books and additional resources will be provided by the District.

SECTION 10. LIBRARY AND LEARNING RESOURCES

Dual credit students and instructors may use the library resources offered by the School or any of the College Campuses. Students also have access to the College’s online library resources. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to all College students and instructors.

SECTION 11. ACADEMIC ADVISING AND STUDENT SUPPORT SERVICES

A. Advising

1. The College will provide adequate instructional support services, including advising and counseling, to meet the needs of dual credit students. The parties shall take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual enrollment course before beginning the course. Appendix G establishes common advising strategies and terminology related to dual credit and college readiness.
2. In active collaboration with the College, the District/School shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences.

3. The designated academic advising contact for dual credit for the College is:

Shannon Williford
Director, Dual Credit Programs
979-209-8218
shannon.williford@blinn.edu

- B. Support Services—Dual credit students may use the computer labs, writing centers, and learning centers on any of the College’s campuses.

SECTION 12. STUDENT CODE OF CONDUCT

- A. Dual credit students must comply with College policies and procedures including, the Student Code of Conduct as outlined in the *College Catalog*. (<http://catalog.blinn.edu/>)
- B. Students must comply with the College’s academic regulations as it relates to academic integrity. (<http://catalog.blinn.edu/content.php?catoid=4&navoid=118#scholasticintegrity-faculty-responsibility-and-student-rights>)
- C. If a student is asked to leave the classroom because of uncivil behavior, the student may not return to that class until the student arranges a conference with the instructor; it is the student’s responsibility to arrange for this conference. For more information on incivility protocol, please consult Board Policy, FLB.

SECTION 13. FUNDING AND PAYMENT

- A. Tuition and fee payments in the amounts set forth in Section 6 are due from students at registration. A payment plan is available upon request. Payment is required by the stated due date; all tuition and fees must be collected and remitted to the College prior to the beginning of classes. Failure to pay by the due date will result in the student being dropped from classes.
- B. Financial Aid is not available to dual credit students. The Higher Education Technical Amendments of 1987 (P.L. 100-50) states, “A student who is enrolled in an elementary or secondary school is not eligible for Title IV assistance for any courses taken at the postsecondary level for the same period” [Compilation of Federal Regulations (CFR) 668.7(a)(2)].
- C. The state funding for dual credit courses will be available to both the District /School and the College based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, foreign language dual credit courses, and classes in a Field of Study or Program of Study.

- D. If a student requests to take a class more than twice, he or she will be responsible for the tuition for that course and \$ 50.00 per semester hour for the course. Technical courses and FAST-eligible students are exempt from this fee. (*see Blinn College Catalog – College Expenses*)
- E. The College is not responsible for the transportation of dual credit students.

SECTION 14. RECORDS AND REPORTING

- A. **Class Rosters.** The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the School at the close of each semester.
- B. **Student Records; Record Retention; FERPA.** In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the Dual Credit Program; provide the other Party copies of the grades, progress, informational data on student progress and assessment, and information required to establish eligibility to participate in the FAST program. Both Parties will be responsible for maintaining student records and records pertaining to the Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
- C. **Transcription of Credit.** For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

SECTION 15. CONFLICT RESOLUTION

The Parties agree to resolve issues that may arise in the course of this partnership and shall act reasonably and in good faith in the event a conflict or disagreement should arise in the interpretation or implementation of the obligation, terms, and/or responsibilities of the Parties to this Agreement. Throughout the conflict resolution process it is important to balance the need to be responsive to the District's instructional needs as well as the College's responsibility to provide a quality dual credit program while also maintaining accreditation.

Conflicts should be resolved at the lowest level possible with an understanding that, if no agreement is reached, there is a procedure for advancing the conflict through each Party's organization. The key approach will be to maintain communications with early discussion sought on issues/conflicts and solutions summarized in writing after each discussion. In order to be collaborative, the College must be able to communicate with the administrators on campus in which the dual credit students/programs are present.

Each Party shall designate an administrative liaison for the purpose of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and College level (Director, Dual Credit Programs). If a resolution is not found at that initial level, the conflict resolution process shall move to a designated District level administrator (such as a District Director or Assistant Superintendent of Instruction) and a designated College level administrator (Director, Prospective Student Relations and Enrollment Management). If the conflict continues then the process shall proceed to the District Superintendent and the Vice Chancellor, Student Affairs of the College. If a resolution is not found through those initial levels, a request may be made that the matter be handled through the Parties' respective legal counsel.

SECTION 16. TERM AND TERMINATION

- A. **Term.** The Term of this Agreement shall commence upon the Effective Date (Commencement Date) and shall expire on the last day of the second summer semester of 2027 (Expiration Date). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the Agreement is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as the "Initial Term." Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, this Agreement may be extended for a renewal term (Renewal Term). As used in this Agreement, the word "Term" shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this Agreement as set forth herein.
- B. **Termination.** This Agreement may be terminated with or without cause by either Party upon providing written notice to the other Party no later than sixty (60) days prior to the end of the current semester with the termination date being the last day of school under the College's calendar for that semester. Notwithstanding the foregoing, no termination shall take effect with regard to students already enrolled in the Dual Credit Program until such time as those students have completed their dual credit courses.

SECTION 17. GENERAL CONTRACT TERMS

- A. Entire Agreement. This Agreement, including the Recitals, the Appendices, and any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

- B. Amendments. This Agreement may be modified and amended only by written signatures of both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.

- C. Governing Law; Venue This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Washington County, Texas for any action under this Agreement.

Notice. All notices hereunder by either party shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

College:	School District:
Blinn College District	Name: <u>Bryan ISD</u>
902 College Avenue	Address: <u>801 S. Ennis St</u>
Brenham, Texas 77833	City, State, Zip Code: <u>Bryan, TX 77808</u>

Contact: Shannon Williford	Contact: <u>Ginger Carrabine</u>

or to such other persons or places as either party may from time to time designate by written notice to the other.

- D. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of the District may teach college courses as adjunct professors of the College or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). This Agreement does not create a partnership or joint venture between the parties hereto, nor does it authorize either Party to serve as the legal representative or agent of the other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.
- E. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under applicable law.
- F. Assignment. Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.
- G. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- H. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- I. No Third Party Rights. This Agreement is made for the sole benefit of the College and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

J. Counterparts; Electronic Signatures; Electronic Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.

SECTION 18: LIST OF APPENDICES

The following appendices are attached to and incorporated into this Blinn College Dual Credit Program Agreement:

- Appendix A: Board Policy EGA(LOCAL) and Current College Procedures for Grading and Credit
- Appendix B: Dual Credit Approval Form
- Appendix C: Notice of Reimbursement of Services
- Appendix D: Dual Credit Course Crosswalk
- Appendix E: Advising Terminology
- Appendix F: Dual Credit Statewide Goals

EXECUTED BY THE PARTIES as of the Effective Date of _____, 2024 by:

BLINN COLLEGE DISTRICT

Rudder High School

Name of School

Mary Hensley, Ed.D.
Chancellor

Ginger Carrabine
Superintendent

Date: _____

Date: _____

APPENDIX A

Regarding Grading System

EGA(LOCAL) and Current College Procedures for Grading and Credit

The Board shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. The Chancellor shall develop written procedures to implement the grading and credit provisions adopted by the Board. [For class rank calculations and honors determinations, see EGB]

CURRENT COLLEGE PROCEDURES FOR GRADING AND CREDIT

Grades

At the end of each semester, students shall receive a final grade report that shall become a part of their permanent record. The College's grading system shall apply to all courses:

- A (90-100) - Excellent
- B (80-89) - Good
- C (70-79) - Average
- D (60-69) - Poor F (Below 60) - Failure
- I Incomplete
- Q Dropped
- W Dropped Due to Good Cause or Withdrawal from College
- CR Credit
- P Pass
- NP Not Passing
- FS Academic Fresh Start

I - Incomplete: indicates that the coursework was incomplete because of serious illness or other justified emergency. The instructor shall change the grade of “I” to a grade based on the work completed for the course in addition to the work specified in the course completion contract. All incomplete work shall be completed within 90 days of the start of the next long semester. Failure to complete the work specified in the course completion contract shall result in a grade of zero, which shall be factored into the final grade calculation with appropriate weighting relative to other course grades.

Q - Dropped: assigned before or on the official “Q-Date” as indicated on the College calendar when a student is officially dropped from a course.

A “Q” may also be given after the “Q-Date” if the student is passing the course at the time the official drop is processed.

W - Dropped Due to Good Cause: assigned before or on the official “Q-Date” as indicated on the College calendar when a student has officially withdrawn from the College or is officially dropped from a course for any of the following “good cause” reasons:

A severe illness or other debilitating condition that affects the student’s ability to satisfactorily complete a course;

The care of a sick, injured, or needy person if providing that care affects the student’s ability to satisfactorily complete a course; relationship to the student;

The death of a member of the student’s family;

The death of a person who has a sufficiently close relationship to the student;

The student’s active military duty service;

The active military service of a member of the student’s family or a person who has a sufficiently close relationship to the student; or

A change in the student’s work schedule that is beyond the student’s control and affects the student’s ability to satisfactorily complete the course.

For definitions of a student’s “family” and “a person who has a sufficiently close relationship to the student,” see DEFINITIONS FOR GOOD CAUSE EXEMPTION in ECC (LEGAL).

A “W” may also be assigned to a student not impacted by SB 1231 when he or she drops a course or withdraws from the College.

Health Sciences Grading System

The grading system for Health Science programs may differ from the approved College Grading Scale as noted in their program handbook and course syllabi.

Students not meeting these standards in competitive entry programs may continue to enroll in courses outside the discipline as long as they maintain minimum college requirements.

Grade Point Average (GPA)

College progress is normally determined by a grade point average or ratio. Grade points shall be calculated by assigning values to each grade. The value is illustrated in the chart below:

Grade	Grade Points per Semester Hour
A	4
B	3
C	2
D	1
F	0
I, Q, W, CR	0
P, NP, FS	0

The highest grade of a repeated course shall be used in determining the cumulative grade point average. A grade of “W” or “Q” shall not replace a grade of “F” or higher in a repeated course, but a grade of “F” shall replace a grade of “W” or “Q”.

All grades earned while enrolled in the College shall be used in computing a student’s College grade point average (GPA), except grades of I, W, Q, NP, P, FS, and CR.

The computation of a student’s College Graduation GPA shall include transfer coursework but shall not include developmental coursework. [See “Programs of Study“ for detailed information about specific degree requirements.]

Grade Change

For any questions regarding grade changes, call the Vice Chancellor of Academic Affairs at (979) 830-4130. The student must initiate contact no later than the end of the next long semester (e.g., fall to spring, spring to fall, and summer to fall). If the student does not do so, the grade shall stand.

Academic Good Standing

In order to remain in academic good standing with the College, a student must maintain a cumulative grade point average of at least 2.0 (C). A 2.0 cumulative grade point average is the minimum average required for graduation.

Scholastic Probation or Suspension

A student who falls below a 2.0 cumulative grade point average (GPA) at the close of any long semester or summer school will be placed on scholastic probation. A student who fails to achieve a minimum 2.0 semester and cumulative GPA at the end of subsequent semesters will be placed on scholastic suspension. A student with a semester GPA of greater than 2.0 and a cumulative GPA of less than 2.0 will remain on scholastic probation. Students being placed on scholastic probation will receive an email at their Blinn College Buc account. Students being placed on scholastic suspension will be mailed a letter at their permanent address and will receive an email at their Blinn College Buc account.

Students transferring from another college with less than a 2.0 GPA, if admitted, are admitted on scholastic probation. These students must meet the same requirements in subsequent semesters as all other students on scholastic probation (see above).

A student placed on scholastic probation becomes ineligible to be a candidate for an elective or appointive office of a college-sponsored activity or social organization. This restriction does not apply if participation in the activity or organization is part of the requirements of a college course. The student may be required to forfeit college scholarships, be ineligible to represent the College, and may be subject to a loss of veteran's benefits and other financial aid. A student on scholastic probation is required to be advised prior to registration. A student that registers prior to the conclusion of the semester they are placed on probation must be re-advised in order to keep their courses.

A student placed on scholastic suspension will not be allowed to attend the College for one long (fall, spring) semester. At the conclusion of this suspended semester, the student can reenter the College and will be placed on scholastic probation.

For those students who have been scholastically suspended but have extenuating circumstances preventing them from achieving the minimum 2.0 GPA, an appeal for reinstatement may be made. This appeal must be made in writing to the scholastic appeals committee. Information on the appeal procedure and deadline is included in the letter sent to suspended students. The decision of the scholastic appeals committee is final. No appeal for reinstatement may be made after the appeal deadline. If required, a student must make a separate appeal for reinstatement of financial aid funds.

APPENDIX B
Dual Credit Approval Form



2024-25

Dual Credit/Early Admission
Course Approval Form

Name of student _____ Date _____ Blinn ID: _____

High school _____ Class of: _____

I understand that if I am admitted under this program, I will abide by the rules and regulations of the Blinn College District as outlined in the Blinn College District Catalog which may be found on the Blinn College website, including official registration and withdrawal procedures. I also understand that Blinn College may release my academic record to the high school until I am no longer enrolled at the high school. I further understand that I am not officially enrolled unless all required registration documents and payment have been submitted to the college.

Please provide your parent's name and email address below. This will enable access of the form to be passed to the parent for their signature via email notification.

Parent's First Name _____ Parent's Last Name _____
Parent Email Address _____ Parent Telephone _____

Student Signature

Date

To be completed by parent or guardian

I agree to these provisions of admission and enrollments hereby listed for consideration of the student's acceptance and understand he/she must abide by the rules and regulations of the Blinn College District. **I understand the student may be exposed to adult material in the classroom and open laboratories, including libraries, learning centers and computer labs.**

I understand that once the student is registered in a college course he/she is under the rules of the Family Educational Rights and Privacy Act (FERPA), and I may not have access to my student's records without his/her written permission on the FERPA release form.

Parent/ Guardian Signature

Date

Please complete the course request below.			
Course Name	Semester	CRN	Day/Time

For academic dual credit, I certify the student has attained an “80” or better average on all schoolwork attempted. For technical dual credit, I certify the student has attained a “70” or better average on all schoolwork attempted.

Signature of High School Principal or Designee

Date

Completed by Blinn College Official

Signature of College Designee

Date

5/2024

Appendix C

Notice of Reimbursement of Services

Date:

To: Tom Swift, Superintendent, ABC ISD 9876 Hwy 190
P.O. Box 511
ABC, Texas 77000

Re: Blinn College District (College) reimbursement for services of High School
faculty teaching Dual Credit classes during AY 2024-2025

From:

- ABC ISD agrees to provide the following credentialed high school faculty member(s):_, and _____ to teach a College Dual Credit course.
- The dual credit students in this class will be charged for fees according to the Agreement between the College and the District.
- ABC ISD agrees that the said class will be required to have a minimum of eight (8) students in order to make.
- The College agrees to reimburse ABC ISD \$500.00 for the services rendered by the teachers listed above who has been approved and credentialed to teach a College Dual Credit Class.
- The College will submit the reimbursement for services to the District at the end of each long semester.

Budget Code _____

Mary Hensley, Ed.D., Chancellor of the Blinn College District

Date

Tom Swift, Superintendent, ABC ISD

Date

APPENDIX D
Dual Credit Course Crosswalk

*High School course is subject to change. Alignment of high school course is determined and approved by the High School.

** Each school district determines which courses they will offer as dual credit.

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
Academic Course Guide Manual courses				
Business				
ECON 2301	Principles of Macro Economics	Economics	3	All Areas
Communications				
SPCH 1311	Introduction to Speech Communication	Public Speaking	3	All Areas
SPCH 1315	Public Speaking	Public Speaking	3	All Areas
SPCH 1321	Business & Professional Communication	Public Speaking	3	All Areas
English/ Language Arts				
ENGL 1301	Composition I	English III or English IV	3	All Areas
ENGL 1302	Composition II		3	All Areas
ENGL 2322	British Literature I	English IV, if completed prerequisites ENGL 1301 & ENGL 1302	3	All Areas
ENGL 2323	British Literature II		3	All Areas
ENGL 2327	Survey of American Literature I	Determined by HS	3	All Areas
ENGL 2328	Survey of American Literature II	Determined by HS	3	All Areas
ENGL 2332	World Literature I	Determined by HS	3	All Areas
ENGL 2333	World Literature II	Determined by HS	3	All Areas
Fine Arts				
ARCH 1301	Architectural History I	Determined by HS	3	Business & Industry
ARTS 1301	Art Appreciation	Determined by HS	3	Arts/Humanities
ARTS 1303	Art History I	Determined by HS	3	Arts/Humanities
ARTS 1304	Art History II	Determined by HS	3	Arts/Humanities
DRAM 1310	Theater Appreciation	Determined by HS	3	Arts/Humanities
DRAM 2362	History of the Theater II	Determined by HS	3	Arts/Humanities
MUSI 1306	Music Appreciation	Determined by HS	3	Arts/Humanities

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
Foreign Languages				
CZEC 1471	Beginning Czech I	Determined by HS	4	Arts/Humanities
CZEC 1472	Beginning Czech II	Determined by HS	4	Arts/Humanities
CZEC 2371	Intermediate Czech I	Determined by HS	3	Arts/Humanities
CZEC 2372	Intermediate Czech II	Determined by HS	3	Arts/Humanities
FREN 1411	Beginning French I	Determined by HS	4	Arts/Humanities
FREN 1412	Beginning French II	Determined by HS	4	Arts/Humanities
SGNL 1401	American Sign Language I	Determined by HS	4	Arts/Humanities
SGNL 1402	American Sign Language II	Determined by HS	4	Arts/Humanities
SPAN 1411	Beginning Spanish I	Spanish III or Spanish IV	4	Arts/Humanities
SPAN 1412	Beginning Spanish II		4	Arts/Humanities
Mathematics				
MATH 1314	College Algebra	Determined by HS	3	All Areas
MATH 1316	Plane Trigonometry	Determined by HS	3	All Areas
MATH 1324	Math for Business and Social Sciences I	Determined by HS	3	All Areas
MATH 1325	Calculus for Business and Social Sciences	Determined by HS	3	All Areas
MATH 1332	Contemporary Mathematics I	Determined by HS	3	All Areas
MATH 1342	Elementary Statistical Methods	Determined by HS	3	All Areas
MATH 1414	College Algebra for Science/Engineer Majors	Determined by HS	4	All Areas
MATH 2412	Pre-Calculus Math	Determined by HS	4	All Areas
MATH 2413	Calculus I	Determined by HS	4	All Areas
Natural Sciences				
AGRI 1315	Horticulture (lecture)	Determined by HS	3	All Areas
ANTH 2301	Physical Anthropology (lecture)	Determined by HS		
BIOL 1108	Biology for Non-Science Majors Laboratory I (lab)	Determined by HS	1	All Areas
BIOL 1308	Biology for Non-Science Majors I (lecture)		3	All Areas
BIOL 1406	Biology for Science Majors I (lecture + lab)	Biology	4	All Areas
BIOL 1407	Biology for Science Majors II (lecture + lab)		4	All Areas

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
BIOL 2401	Anatomy & Physiology I (lecture + lab)	Anatomy & Physiology	4	All Areas
BIOL 2402	Anatomy & Physiology II (lecture + lab)		4	All Areas
CHEM 1305	Introductory Chemistry I (lecture)		3	All Areas
CHEM 1105	Introductory Chemistry Laboratory I (lab)		1	All Areas
CHEM 1411	General Chemistry I (lecture + lab)	Chemistry	4	All Areas
CHEM 1412	General Chemistry II (lecture + lab)		4	All Areas
PHYS 1401	College Physics I (lecture + lab)	Physics	4	All Areas
PHYS 1402	College Physics II (lecture + lab)		4	All Areas
Social Sciences				
AGRI 2317	Introduction to Agricultural Economics	Determined by HS	3	All Areas
ANTH 2351	Cultural Anthropology	Determined by HS	3	All Areas
EDUC 1300	Learning Framework (3 SCH Version)	Determined by HS	3	All Areas
GEOG 1302	Human Geography	Determined by HS	3	All Areas
GEOG 1303	World Geography	Determined by HS	3	All Areas
GOVT 2305	Federal Government	US Government	3	All Areas
GOVT 2306	State Government	Determined by HS	3	All Areas
HIST 1301	United States History I	US History	3	All Areas
HIST 1302	United States History II		3	All Areas
PSYC 2301	General Psychology	Psychology	3	All Areas
SOCI 1301	Introductory Sociology	Sociology	3	All Areas
TECA 1354	Child Growth & Development	Determined by HS	3	All Areas
Workforce Education Course Manual courses				
Agriculture – Plant Science				
POFT 1300	Career Exploration/Planning	Principles of Agriculture, Food, and Natural Resources	3	Business & Industry
FMKT 1301	Floral Design	Floral Design	3	Business & Industry

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
HALT 1301	Principles of Horticulture	Horticultural Science	3	Business & Industry
FMKT 2331	Advanced Floral Design	Advance Floral Design	3	Business & Industry
Applied Technology				
WLDG 1425	Introduction to Oxy Fuel Welding & Cutting	Welding	4	Business & Industry
WLDG 1428	Introduction to Shielded Metal Arc Welding	Welding or Advanced Welding	4	Business & Industry
WLDG 1430	Introduction to Gas Metal Arc Welding	Welding or Advanced Welding	4	Business & Industry
WLDG 1457	Intermediate Shielded Metal Arc Welding	Advanced Welding	4	Business & Industry
WLDG 1434	Introduction to Gas Tungsten Arc Welding	Advanced Welding	4	Business & Industry
WLDG 2447	Advanced Gas Metal Arc Welding	Advanced Welding	4	Business & Industry
MCHN 1338	Basic Machine Shop	Determined by HS	3	Business & Industry
Arts, Audio/Video Technology, and Communications				
ARTV 1351	Digital Video	Audio/Video (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1302	Digital Imaging I	Graphic Design (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1313	Digital Publishing I	Printing & Imaging Technology (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1353	Computer Illustration	Determined by HS	3	Business & Industry
ARTC 2313	Digital Publishing II	Advanced Printing & Imaging Technology (as determined by College Program Coordinator)	3	Business & Industry

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
Business				
ITSW 1301	Introduction to Word Processing	BIM I	3	Business & Industry
ITSW 1304 or ITSW 1307	Introduction to Spreadsheets	BIM II	3	Business & Industry
	Introduction to Databases		3	Business & Industry
ACNT 1303	Introduction to Accounting I	Accounting	3	Business & Industry
Health Science				
HITT 1301	Health Data Content & Structure	Determined by HS	3	Public Services
HITT 1305	Medical Terminology I	Determined by HS	3	Public Services
NURA 1301	Nurse Aide For Health Care	Determined by HS	3	Public Services
NURA 1160	Clinical Ass't/Aide-Nursing & Patient Care Ass't/Aide	Determined by HS	1	Public Services
Human Services				
CDEC 1313	Curriculum Resources for Early Childhood Programs	Child Guidance	3	Public Services
CDEC 1318	Wellness of the Young Child		3	Public Services
CDEC 1354	Child Growth & Development	Child Development	3	Public Services
Information Technology				
IMED 1316	Web Design I	Web Technologies	3	Business & Industry
IMED 2315	Web Design II		3	Business & Industry
ITSC 1325	Personal Computer Hardware	Computer Maintenance	3	Business & Industry
ITNW 1325	Fundamentals of Networking Technologies	Telecommunications & Networking	3	Business & Industry
Law, Public Safety, Correction, and Security				
CRIJ 1301	Introduction to Criminal Justice	Determined by HS	3	Public Services
CRIJ 1307	Crime in America	Determined by HS	3	Public Services
CJSA 1322	Introduction to Criminal Justice	Law Enforcement I	3	Public Services

Course Number	Blinn College Course Title	High School TEKS Course*	College Credit	Endorsement
CJSA 1312	Crime in America	Law Enforcement II	3	Public Services
CJSA 1327	Fundamentals of Criminal Law	Principles of Law, Public Safety	3	Public Services
CJSA 1342	Criminal Investigation	Criminal Investigations	3	Public Services

APPENDIX E *Advising Terminology*

As per SB 1276 (86th Legislature, 2019) below is the terminology related to advising for dual credit and college readiness.

Advanced Placement (AP) – College-level coursework designed by the College Board which provides students the potential to earn college credit with a qualifying score on an Advanced Placement exam.

Advising – Individualized academic guidance for students to help them succeed in their future education and career goals.

College Level Examination Program (CLEP) – A program in which students can earn credit by examination by taking the CLEP exam.

Contact Hours – The total number of hours a class meets each week.

Degree Plan – A statement of the course of study requirements that an undergraduate student at an institution of higher education must complete to be awarded an associate or bachelor's degree from the institution.

Dual Credit – High school students take college level courses, for both high school and college credit.

Drop – Request to be removed from a course while in progress. Dual credit students must request to be dropped from a class through the Blinn College Dual Credit Office.

Early Admissions – College level courses taken by high school students for college credit only.

Family Educational Rights and Privacy Act (FERPA) – A federal law that protects the privacy of student records.

Lower Division Academic Course Guide Manual (ACGM) – the official list of courses approved for general academic transfer that may be offered by public community and technical colleges in Texas for state funding.

Math Placement Exam (MPE) – Students can earn credit by examination for math courses by taking the MPE.

Prerequisite – A course required to be successfully completed before taking another course.

Workforce Education Course Manual (WECM) – Provides community and technical colleges with web-based inventory of pre-approved courses developed in close partnership with Instructional Specialists representing a wide variety of technical fields.

APPENDIX F

Statewide Dual Credit Goals

As per HB 1638 (85th Legislature, 2017) below is the alignment of state goals for dual credit.

Goal 1: Independent school districts (ISD) and institutions of higher education (IHE) will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

Measures of implementation: Documentation summarizing collaboration and outreach efforts of IHEs and ISD partners will be readily available and posted.

Examples:

1. Collaboration between ISDs and the Blinn College Dual Credit Program to host informational sessions for students, parents and community partners on the benefits and cost of dual credit opportunities.
2. Prospective Student Relations Advisors provide information about the College and dual credit opportunities at high school and community events.
3. High School Counselor Workshops are provided for area high school counselors.

Information about departmental programs and College support services is offered.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

Measures of implementation: Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

Examples

1. The Office of Prospective Student Relations offers college tours.
2. New Student Registration events are offered and students are advised, registered, and have the option to review financial aid.
3. Dual credit students are automatically transitioned to traditional students, once they reach the spring of their senior year.

Goal 3: All dual credit students will receive academic and college readiness advising with access to bridge them successfully into college course completion.

Measures of implementation: Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

Examples:

1. Advising and career counseling are offered to all dual credit students.
2. Dual credit students have access to the Learning Center, the Writing Center, Disability Services, Counseling, the Testing Center, Libraries and Open Computer Labs.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Measure of implementation: Analysis of performance in subsequent course work.

Examples:

1. Institutional research data showing student performance in college credit.
2. In accordance with THECB regulations and SACSCOC, Dual Credit instruction must follow the same curriculum, materials, grading, and rigor in all classes, regardless of location or modality.
3. College readiness requirements are in place for students to be eligible to participate in dual credit, as the courses taken are taught at a college-level.

6. Consider Approval of a Memorandum of Understanding with Blinn College for College Preparatory Mathematics and English Language Arts Courses

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BLINN COLLEGE HB5 MOU

2024-2026

**COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS
COURSES MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT: BRYAN ISD
AND
BLINN COLLEGE DISTRICT**

The BLINN COLLEGE DISTRICT, the institution of higher education, herein referred to as the “IHE” and BRYAN ISD (herein referred to as the “School District”) enter the following Memorandum of Understanding (“MOU”) for the creation of College Preparatory Courses in Mathematics and English Language Arts (herein referred to as “College Preparatory Courses”) as of 2024-2026. Collectively the parties are referred to as “Parties.”

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses in Mathematics and English Language Arts (“ELAR”) for high school students who have not demonstrated college readiness (“Program”).

1. **SCOPE OF SERVICES.** In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (“TEC”) 28.014, School District shall collaborate with IHE to develop and provide courses in college preparatory mathematics and English language arts. The College Preparatory Courses must be designed:
 - A. for students at the 12th grade level whose performance on:
 - i. an end-of-course assessment instrument does not meet college readiness standards; or
 - ii. coursework, a college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
 - B. to prepare students for success in entry-level college courses.

Additionally, IHE and School District agree to collaborate to develop and maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. IHE and School District will meet regularly, at least one time per year, to maintain the integrity and evaluate the effectiveness of the Program.

2. **TERMS.** Subject to any annual approvals that may be required by law, by the Texas Education Agency (“TEA”), or by the Texas Higher Education Coordinating Board (“THECB”), the term of this MOU shall commence upon the date that the last of the Parties has signed this MOU (“Commencement Date”) and shall end on August 31, 2026. Notwithstanding the foregoing,

the Parties acknowledge and agree that a condition precedent to a party's signing the MOU is approval of the MOU by that party's governing board. Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term (2026-2027). As used in this MOU, "Term" shall mean the initial term. The initial term may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU.

3. **COURSE DEVELOPMENT/CURRICULUM.**

- A. The College Preparatory Courses will be developed by the School District. The School District and IHE will agree on the alignment of College Preparatory Course outcomes and school curriculum including but not limited to the length of the College Preparatory Courses. Alignment will be consistent with the College and Career Readiness Standards ("CCRS") which are incorporated into the Texas Essential Knowledge and Skills ("TEKS"). The IHE will provide curriculum framework and the final exam. The School District will be responsible for implementation.
- B. Students enrolled in College Preparatory Courses will not earn college credit for those courses. School District will designate personnel to monitor the quality of instruction in order to ensure compliance with this MOU.
- C. The academic representatives of the School District will develop, and revise accordingly, a basic syllabus for the College Preparatory Courses satisfying requirements of the Parties to include course identifying information, student learning outcomes, instructional materials, and performance measures.
- D. The School District will seek course syllabi approval from the IHE at least one week prior to the commencement of the College Preparatory Course and anytime thereafter whereby changes are made to student learning outcomes and performance measures. The School District will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.

4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION.** The School District will assign highly qualified faculty for each high school offering the College Preparatory Courses. Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate IHE faculty to ensure that each course is aligned with the Program's expectations.

5. **LOCATION OF CLASSES.** College Preparatory Courses developed will be held on the campus of the School District's high school(s) offering the course(s).

6. **PARENTAL INVOLVEMENT AND OUTREACH.** The School District shall provide a notice to each district student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Courses. The School District personnel, counselors, and administrators will be responsible for all communication with parents. IHE personnel will not be expected to communicate with parents.

7. **IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS.** Each School District will assume responsibility for providing information to potential college preparatory students. IHE may collaborate with the School District to hold an information

session at the School District for potential students and their parents.

8. COURSE SUCCESS AND COLLEGE READINESS.

- A. An end-of-course assessment instrument for each of the College Preparatory Courses will be developed and adopted by the IHE and School District to ensure the rigor of the College Preparatory Courses.
- B. The School District instructor or administrator will contact the IHE Dual Credit Office, (dualcredit@blinn.edu, 979-209-8218) prior to December 1st for the fall term and prior to May 1st for the spring term requesting the end of course assessment and scoring instructions from the IHE. (See HB5 College Preparatory English Content Framework, Appendix A.)
- C. For the ELAR and Mathematics College Preparatory Courses, a student earning a grade of 70 or above in a particular course will demonstrate proficiency in the course and will be eligible to enroll in an entry-level college level English composition or Mathematics course at the IHE, up to twenty four (24) months after high school graduation. The student must enroll in the student's first college-level course in the exempted content area in the student's first year of enrollment at the IHE. If the student does not earn a grade of "C" or higher in the exempted content area, the student must be tested for the remaining area(s) and comply with all other Success Initiative requirements.
- D. Specific to the Mathematics College Preparatory Courses, assessments will comprise 80% of the final course grade with no single assessment weighted over 20 %. If a School District allows students to re-test, the score on this assessment must be limited to a 70. The end-of-course assessment (final exam) and scoring instructions will be provided by the IHE. This end-of-course assessment will account for 20% of the final average and may not be retaken or revised. (See HB5 College Preparatory Mathematics Content Framework, Appendix B.)
- E. Specific to the ELAR Preparatory Courses, major papers and reading assessments will comprise 50% of the final course grade with no single assessment weighted over 10%, except the end-of-course assessment, weighted at 20% of the final course grade. Course assignments will focus evenly on reading and writing skills throughout the instructional term. Daily grades will comprise 30% of the final course grade. If a School District allows students to retest or revise a graded paper, the score on this assessment must be limited to a 70. The end-of-course assessment may not be retaken or revised. The high school will scan and return all final exam documents to the Dual Credit Office electronically through email or through the secure Share Point account.
- F. The final exam for both ELAR and Math College Preparatory Course is mandatory for completion of the class. The final exam time allotment may be no more than 2 hours. If the exam cannot be completed in one sitting for a 2-hour time period, then the exam may be given in parts, with only a portion of the exam provided at one time without the ability to return to the portion submitted. For ELAR, instructors should follow the prompt for the final exam.
- G. Successful completion of the college level course will demonstrate Texas Success Initiative ("TSI") compliance.

9. **PROFESSIONAL DEVELOPMENT.** To keep abreast of training, and to have an opportunity for faculty-to-faculty engagement, it is highly recommended that high school faculty attend College Preparatory Course professional development offerings. Appropriate School District high school faculty will meet regularly, at least one time per year with appropriate IHE faculty to ensure that College Preparatory Courses are aligned with the Program expectations. The School District will develop and provide professional development opportunities for the teachers responsible for the College Preparatory Courses. Evidence of completion of professional development activities will be granted by an approved service provider.
10. **PROGRAM EVALUATION.** At the conclusion of a course, a survey will go out to school district faculty to assess the Program. The Program evaluation results will be shared with School District and IHE administration and will be used in the creation of ongoing professional development.
11. **STUDENT RECORDS; RECORD RETENTION; FERPA.** In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the Program; provide the other Party copies of the grades, progress, informational data on student progress and assessment, and information required to establish eligibility to participate in the Program. Both Parties will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
12. **TRANSCRIPTION OF CREDIT.** The transcription of high school credit and assessment results is the responsibility of the School District. The School District determines how the grades will be recorded in the high school transcript for GPA and ranking purposes. The IHE and the School District will use an agreed upon nomenclature for determining TSI-compliance. The final exam will be available beginning December 1 for fall semester and May 1 for spring semester and must be completed within a two-week time period from the date it is received by the School District. The ELA essay portion of the final should be administered in a proctored environment as required by TEA for testing integrity and security. The School District will submit final exams electronically to the IHE Office of Dual Credit by the end of the fall and/or spring term. The School District will submit the list of students to be certified to receive the appropriate TSI waiver to the Office of Dual Credit.
13. **COMPLIANCE.** The Parties agree to operate the Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be

amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (FERPA); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (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 Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Section 1.C and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

The School District agrees:

- A. To certify that their sites are Americans with Disabilities Act (“ADA”) compliant.
- B. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g.
- C. In all cases, to comply with all federal, state, and local laws applicable to this MOU.
- D. To have in place and abide by a policy prohibiting sexual harassment.

BLINN COLLEGE DISTRICT NOTICE OF NONDISCRIMINATION

Blinn College District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the College’s Title IX Coordinator, the U.S. Department of Education’s Office for Civil Rights, or both. The College’s Title IX Coordinator is

Dr. Adrienne McCain, Title IX Coordinator
902 College Avenue
Brenham, Texas 77833
Administration Building Room 219
adrienne.mccain@blinn.edu
979-830-4216

Blinn College District’s nondiscrimination policy and grievance procedures can be located at www.blinn.edu/title-ix/index.html. To report information about conduct that may constitute

sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.blinn.edu/title-ix/reporting-information.html>.

BLINN COLLEGE DISTRICT STATEMENT OF NONDISCRIMINATION

The College prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy. For more information, please see College Board Policy DIAB.

BLINN COLLEGE DISTRICT STATEMENT ON PARENTING SERVICES

Any student who, because of their pregnancy or parenting status, may require special arrangements in order to meet the course requirements should contact the Parenting Services Office. Please note that the instructor is not allowed to provide classroom accommodations to a student until verification from the Parenting Services Office has been provided. For additional information, please contact the Parenting Services Office.

14. **AMENDMENTS/REVISIONS.** This MOU may only be amended by mutual written agreement of the parties.
15. **NOTICE.** All notices hereunder by either party to the other shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as provided herein.

All notices, demands, or requests to IHE shall be given or mailed to:

Blinn College District
Executive Vice Chancellor
902 College Ave.
Brenham, TX 77833

All notices, demands, or requests to BRYAN ISD shall be given or mailed to:

Ginger Carrabine
Superintendent
801 S. Ennis
Bryan, TX 77803
Phone: (979)209-1002
Email: ginger.carrabine@bryanisd.org

16. **TERMINATION.** The IHE reserves the right to terminate this MOU upon service of notice to the School District sixty (60) days prior to the expiration of any academic term during the Term or Renewal Term of this MOU.
17. **CHOICE OF LAW.** This MOU is to be performed in Washington County, Texas, and is governed by the Constitution and the internal laws of the State of Texas. The exclusive venue of any suit arising from this MOU shall be in Washington County, Texas.
18. **NONASSIGNABILITY.** Parties herein shall not assign any interest in this MOU and shall not transfer any interest in same without prior written consent of the Parties.
19. **RELATIONSHIP OF THE PARTIES.** In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. This Agreement does not create a partnership or joint venture between the parties hereto, nor does it authorize either Party to serve as the legal representative or agent of the other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.
20. **CONFLICT RESOLUTION.** The Parties agree to a mutual understanding to resolve issues that may arise in the course of this relationship and shall act reasonably and in good faith in the event a conflict or disagreement should arise in the interpretation or implementation of the obligation, terms, and/or responsibilities of the Parties to this Agreement.

Conflicts should be resolved at the lowest level possible with an understanding that, if no agreement is reached, there is a procedure for advancing the conflict through each Party's organization. The key approach will be to maintain communications with early discussion sought on issues/conflicts and solutions summarized in writing after each discussion.

Each Party shall designate an administrative liaison for the purpose of resolving concerns at both the campus (Counselor) and College level (Coordinator). If a resolution is not found at that initial level, the conflict resolution process shall move to a designated Campus level administrator and a designated College level administrator (Director, Dual Credit Programs). If the conflict continues then the process shall proceed to the School District Level Administrator (such as School District Director of Assistance Superintendent of Instruction) and the Director, Prospective Student Relations and Enrollment Management or Vice Chancellor, Student Services. If a resolution is not found through those initial levels, a request may be made that the matter be handled through the Parties' respective legal counsel.

21. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this

MOU or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

22. **AMENDMENTS.** This Agreement may be modified and amended only by written signatures of both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.
23. **GOVERNING LAW; VENUE.** This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Washington County, Texas for any action under this Agreement.
24. **NO WAIVER.** No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under applicable law.
25. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
26. **COUNTERPARTS.** This MOU may be executed in counterparts, each one of which shall be an original, and different Parties may sign different counterparts, all of which shall constitute but one document.
27. **ASSIGNMENT.** Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.
28. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
29. **ENTIRE AGREEMENT.** This MOU and any and all exhibits attached thereto shall constitute the complete agreement between the Parties relating to the subject matter herein and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein.

(signatures appear on the following page)

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by its duly authorized officer, to become effective as of the date stated above.

BLINN COLLEGE DISTRICT:

By: _____

Mary Hensley Ed.D.
Chancellor of the Blinn College District

Date

School District: Bryan ISD

By: _____

Ginger Carrabine
Superintendent

Date

Appendix A
SAMPLE
HB 5 College Preparatory English
Content Framework for
DRIW0326 Developmental Integrated Reading and Writing

Target Students: This course is appropriate for any 12th grade student whose performance on measures outlined in TEC §28.014 indicates that the student is not on track to perform entry-level college coursework in English Language Arts. This course is designed to advance college and career readiness.

Recommended Prerequisites: Satisfactory performance on the English I & II STAAR/EOC examinations and successful course completion of English III.

Course Description:

Students will learn to investigate academic texts, construct supported interpretations and arguments for an authentic audience, and acquire academic habits of thought. Reading instruction will focus on developing critical reading skills for comprehension, interpretation, and analysis. In writing, students will develop skills through composing with specific purpose, situation, genre, and audience in mind. Students will write a variety of effective formal and informal texts. To learn to integrate reading and writing, students will use an inquiry approach to analyze, synthesize, and make value judgments regarding text and writing. This course is designed to prepare students for college-level reading and writing intensive courses. Successful completion of this course, as defined by the memorandum of understanding (MOU) with the partnering institution(s), grants the student an exemption to TSI requirements for reading and writing at the partnering institution(s).

Course Goal:

The goal of this course is to develop students as critical readers, thinkers, and purposeful writers prepared for college success in introductory courses across disciplines. A student earning a grade of 70 or above in the course will demonstrate proficiency and will be eligible to enroll in an entry level English composition course within the time frame and conditions as established by House Bill 5.

Accommodations: Student accommodations and modifications as established by the School District shall be recognized.

Final Exam and Grading Policy: Students will take the IHE Final Examination.

- The final examination (post-test) will be distributed to the School District by the IHE no earlier than December 1 of the Fall term or May 1 of the Spring term depending on the semester the course is offered.
- The course evaluation instruments shall consist of at least five major grades including the final examination.
- Other evaluation methods may include quizzes, homework, and projects when appropriate.
- The scores from daily grades and major exams will comprise not more than 80% of the overall grade.
- The IHE Final Exam will determine at least 20% of the overall grade.
- A student earning a grade of 70 or above in the course will demonstrate proficiency and will be eligible to enroll in an entry level college level English composition course within the time frame and

conditions as established by House Bill 5.

- The School District will provide a compiled spreadsheet that demonstrates the grading criteria and calculation laid out in the MOU for each student. The spreadsheet is submitted along with any other required documents to the IHE's Dual Credit Office.
- All required materials described in the final exam prompt must be electronically submitted in PDF format when grades are submitted to the IHE.

Student Learning Outcomes & Learning Objectives:

1. Compose a variety of texts that demonstrate reading comprehension, clear focus, logical development of ideas, and the use of appropriate language that advances the author's purpose.
2. Locate explicit textual information, draw complex inferences, and describe, analyze and evaluate the information within.
3. Comprehend and use vocabulary effectively in oral communication, reading, and writing.
4. Identify and analyze the audience, purpose, and message across a variety of texts.
5. Describe and apply insights gained from reading and writing a variety of texts.
6. Determine and use effective approaches and rhetorical strategies for given reading and writing situations.
7. Generate ideas and gather information relevant to the topic and purpose, incorporating the ideas and words of other writers in student writing using established strategies.
8. Evaluate relevance and quality of ideas and information in recognizing, formulating, and developing a claim.
9. Develop and use effective reading and revision strategies to strengthen the writer's ability to compose college-level writing assignments.
10. Recognize and apply the conventions of standard English in reading and writing.

I. Resources:

Higher Education Coordinating Board ELAR Standards and Assignments

<https://www.highered.texas.gov/our-work/supporting-our-institutions/institutional-resources/college-career-readiness-standards/> This resource includes ELA standards as of July 2018 and includes example assignments aligned to the standards.

Students learn to develop and defend ideas from the text and write about them in different college-level formats.

Appendix B
SAMPLE
HB 5 College Preparatory Mathematics
Content Framework

Course Description: Intermediate Algebra is the study of factoring rules, rational expressions, rational exponents, radicals, complex numbers, inequalities, inequalities containing absolute values, quadratic equations, linear equations, and equations with radicals, rational expressions, exponents, and functions. Calculator use is *not* recommended for this course (including the department final examination) as calculators are *not* allowed in classes when taught on campus. Student accommodations and modifications as established by the School District shall be recognized. A student earning a grade of 70 or above in the course will demonstrate proficiency and will be eligible to enroll in an entry level college level Mathematics course within the timeframe and conditions as established by House Bill 5

Course Goals: The student should maintain at least a C average on all course work factoring rules, rational expressions, rational exponents, radicals, complex numbers, inequalities, inequalities containing absolute values, quadratic equations, linear systems, and equations with radicals, rational expressions, and exponents.

Course Resources: The IHE will provide access to **sample course materials which reflect a recommended sequence of instruction.**

Final Exam and Grading Policy: Students will take the IHE Departmental Final Examination.

- The final examination (post-test) will be distributed to the School District by the IHE no earlier than December 1 of the Fall term or May 1 of the Spring term depending on the semester the course is offered. .
- The course evaluation instruments shall consist of at least five major grades including the final examination.
- Other evaluation methods may include quizzes, homework, and projects when appropriate.
- The scores from daily grades and major exams will comprise not more than 80% of the overall grade.
- The IHE Final Exam will determine at least 20% of the overall grade.
- A student earning a grade of 70 or above in the course will demonstrate proficiency and will be eligible to enroll in an entry level college level Mathematics course within the time frame and conditions as established by House Bill 5.
- The School District will provide a compiled spreadsheet that demonstrates the grading criteria and calculation laid out in the MOU for each student. The spreadsheet is submitted along with any other required documents to the IHE's Dual Credit Office.

Outline of Instruction:



TRANSITION TO COLLEGE MATHEMATICS COURSE A (BLINN COLLEGE MATH 0310)

Target Students: Target students are those students failing to meet the college readiness standard as defined by House Bill 5, particularly students who did not take Algebra II or did not maintain a C average in Algebra II.

Course Description as defined by Blinn College:

Introductory Algebra: Topics include solving linear equations and linear inequalities in one variable, graphing linear equations and linear inequalities, finding and applying slopes of lines, using properties of exponents, performing operations with polynomials, factoring polynomials, and solving quadratic equations by factoring. **Calculator use is not recommended for this course (including the departmental final examination) as calculators are not allowed in these classes when taught on campus.** An overall grade for the semester of C or higher indicates that the student has met the Blinn College criteria for Math 0310, and the student is prepared for Math 0312 Intermediate Algebra without further assessment or remediation.

Course Goal as defined by Blinn College:

The student should maintain at least a C average on all course work covering solving linear equations and linear inequalities in one variable, graphing linear equations and linear inequalities, finding and applying slopes of lines, using properties of exponents, performing operations with polynomials, factoring polynomials, and solving quadratic equations by factoring.

Course Resources:

Technology is required per House Bill 5. Please see the attached list of suggested course resources.

Final Exam and Grading Policy approved by Blinn College:

Students will take the Blinn College Departmental Final Examination.

- The final examination (post-test) will be distributed to the School by Blinn College no later than December 1 of each year.
- The course evaluation instruments shall consist of at least five major grades including the final examination.
- Other evaluation methods may include quizzes, homework, and projects when appropriate.
- The scores from daily grades and major exams will comprise not more than 80% of the overall grade.
- The Blinn College Final Exam will determine at least 20% of the overall grade.
- Competency will be measured by a minimum overall average of C for the course. This indicates that the student has met the Blinn College criteria for Math 0310; and, the student is prepared for Blinn College Math 1312, College Algebra, without further assessment or remediation.

Transition to College Mathematics Course A (Blinn College Math 0310)

Student Learning Outcomes and Learning Objectives as defined by Blinn College:

Student Learning Outcomes	Learning Objectives
The student will be able to:	
1. Simplify algebraic expressions, and translate phrases and sentences into algebraic form.	1.1 Identify terms, like terms, and unlike terms.
	1.2 Combine like terms.
	1.3 Use distributive property to remove parentheses.
	1.4 Write word phrases as algebraic expressions.
2. Solve linear equations and inequalities containing one variable. The students will be able to solve application problems involving linear equations and inequalities.	2.1 Define and solve linear equations with fractions, decimals, and/or integers
	2.2 Solve problems involving direct translations.
	2.3 Solve a formula or equation for one of its variables.
	2.4 Solve applications of linear equations in one variable.
	2.5 Define linear inequality in one variable, graph solution sets on a number line, use interval notation, solve linear inequalities, and solve compound inequalities.
3. Find the slope of a line, find the equation of a line, and graph linear inequalities and linear equations.	3.1 Plot ordered pairs of numbers
	3.2 Identify intercepts of a graph.
	3.3 Graph a linear equation in two variables.
	3.4 Find the slope of a line.
	3.5 Compare the slopes of parallel and perpendicular lines.
	3.6 Interpret slope as a rate of change
	3.7 Find the equation of a line.
	3.8 Graph linear inequalities in 2 variables.
4. Demonstrate an understanding of the rules of exponents, solve problems involving integer exponents, perform operations on polynomials, and demonstrate an understanding of scientific notation and its usage.	4.1 Evaluate exponential expressions.
	4.2 Define a number raised to the 0 power.
	4.3 Simplify expressions with integer exponents using exponent rules.
	4.4 Categorize polynomials based on degree and number of terms.
	4.5 Identify and evaluate polynomial functions.
	4.6 Simplify a polynomial by combining like terms.
	4.7 Add, subtract, multiply, and divide polynomials.
	4.8 Write numbers in scientific notation.
	4.9 Convert numbers from scientific notation to standard form.
5. Evaluate, simplify, and perform operations on radical expressions.	5.1 Evaluate square roots.
	5.2 Simplify square roots.
	5.3 Add, subtract, multiply, and divide square roots.
6. Factor polynomials and solve equations by factoring	6.1 Find the greatest common factor.
	6.2 Factor by grouping.
	6.3 Factor Trinomials with a leading coefficient of 1.
	6.4 Factor perfect square trinomials.
	6.5 Factor trinomials with a leading coefficient other than 1.
	6.6 Factor binomials.



TRANSITION TO COLLEGE MATHEMATICS COURSE B (BLINN COLLEGE MATH 0312)

Target Students: Target students are those students failing to meet the college readiness standard as defined by House Bill 5, particularly students who did not take Algebra II or did not maintain a C average in Algebra II.

Pre-requisites: Satisfactory completion of Transition to College Mathematics Course A (Blinn College Math 0310) with a C or better average

Course Description as defined by Blinn College:

Intermediate Algebra is the study of factoring rules, rational expressions, rational exponents, radicals, complex numbers, inequalities, inequalities containing absolute values, quadratic equations, linear equations, and equations with radicals, rational expressions, exponents, and functions. **Calculator use is not recommended for this course (including the departmental final examination) as calculators are not allowed in these classes when taught on campus.** An average of C or better indicates that the student has met the Blinn College criteria for Math 0312, and the student is prepared for Blinn College Math 1314, College Algebra, without further assessment remediation.

Course Goal as defined by Blinn College: The student should maintain at least a C average on all course work covering factoring rules, rational expressions, rational exponents, radicals, complex numbers, inequalities, inequalities containing absolute values, quadratic equations, linear systems, and equations with radicals, rational expressions, and exponents.

Course Resources: Technology is required per House Bill 5. Please see the attached list of suggested course resources.

Final Exam and Grading Policy approved by Blinn College:

Students will take the Blinn College Departmental Final Examination.

- The final examination (post-test) will be distributed to the School by Blinn College no later than May 1 of each year.
- The course evaluation instruments shall consist of at least five major grades including the final examination.
- Other evaluation methods may include quizzes, homework, and projects when appropriate.
- The scores from daily grades and major exams will comprise not more than 80% of the overall grade.
- The Blinn College Final Exam will determine at least 20% of the overall grade.
- Competency will be measured by a minimum overall average of C for the course. This indicates that the student has met the Blinn College criteria for Math 0312; and, the student is prepared for Blinn College Math 1314, College Algebra, without further assessment or remediation.

Transition to College Mathematics Course B (Blinn College Math 0312)

Student Learning Outcomes and Learning Objectives as defined by Blinn College:

Student Learning Outcomes	Learning Objectives
The student will be able to:	
1. Factor polynomials and solve equations by factoring	1.1 Greatest Common Factor
	1.2 Factor by Grouping
	1.3 Factoring Trinomials with a Leading Coefficient of 1
	1.4 Perfect Square Trinomials
	1.5 Factoring Trinomials with a Leading Coefficient Other than 1
	1.6 Factoring Binomials
2. Reduce, multiply, divide, add and subtract rational expressions	2.1 Rational Functions
	2.2 Simplifying Rational Expressions
	2.3 Multiplying and Dividing Rational Expressions
	2.4 Adding and Subtracting Rational Expressions with Common Denominators and Least Common Denominator
	2.5 Adding and Subtracting Rational Expressions with Unlike Denominators
	2.6 Simplifying Complex Fractions
3. Solve rational equations	3.1 Solving Equations Containing Rational Expressions
4. Manipulate rational exponents and simplify radicals	4.1 Radicals
	4.2 Radical Functions
5. Add, subtract, multiply, and divide radical expressions	5.1 Adding, Subtracting, and Multiplying Radical Expressions
6. Solve radical equations	6.1 Radical Equations and Problem Solving
7. Add, subtract, multiply, and rationalize complex numbers	7.1 Rationalizing Denominators and Numerators of Radical Expressions
	7.2 Complex Numbers
8. Solve quadratic equations and equations that are reducible to quadratic form by factoring, completing the square, and by quadratic formula	8.1 Solving Quadratic Equations by Factoring
	8.2 Solving Quadratic Equations by Completing the Square
	8.3 Solving Quadratic Equations by the Quadratic Formula
	8.4 Solving Equations by Using Quadratic Methods
	8.5 Quadratic Functions and Their Graphs
9. Solve application problems involving quadratic equations	9.1 Quadratic Equations and Problem Solving
	10.1 Nonlinear Inequalities in One Variable
10. Solve absolute value equations and absolute value, quadratic and rational inequalities	10.2 Absolute Value Equations
	10.3 Absolute Value Inequalities

7. Consider Approval of the Addendum to the Memorandum of Understanding for the Existing Dual Credit Agreement between Blinn College and Bryan Collegiate High School

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DUAL CREDIT AGREEMENT ADDENDUM

BETWEEN

BLINN COLLEGE DISTRICT

AND

Bryan Collegiate High School

This addendum ("Addendum") is entered into by and between Blinn College District ("Blinn") and Bryan Collegiate High School and incorporates the following language into the existing Dual Credit Agreement without altering any other terms, except as provided herein, within the Agreement:

FINANCIAL AID FOR SWIFT TRANSFER (FAST) PROGRAM

The State of Texas has created the Financial Aid for Swift Transfer (FAST) program which provides funding to colleges so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines "educationally disadvantaged" as those students eligible for the national free/reduced price lunch program. These students are referred to as FAST eligible students.

Students are "eligible students" under the FAST program if they (1) are enrolled in an eligible dual credit course at a public school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. By statute, the FAST program requires that FAST eligible students at participating institutions incur no cost for their dual credit coursework. A FAST eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to a FAST eligible student.

Dual Credit Courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (see Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate (using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8)
- A foreign language requirement at an institution of higher education
- A core curriculum requirement
- A field of study requirement

Eligibility for the FAST program is determined by the Texas Higher Education Coordinating Board (THECB). Each semester, Blinn is required to submit a roster of dual credit students to THECB for verification of FAST eligibility. In order to prepare and submit this roster, Bryan Collegiate High School agrees to

identify and verify to Blinn the students enrolling in dual credit that meet the eligibility requirements for the FAST program. This verification shall occur by August 5th.

Students are eligible to enroll at no cost in a dual credit course under the FAST program if the student meets the following:

1. Is enrolled in high school in a school district or charter school.
2. Is enrolled in dual credit course at a participating institution of higher education.
3. Was educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit course described by Subdivision (1)(B).

Blinn and Bryan Collegiate High School will work together to verify FAST-eligible students and dual credit eligibility for each student. For non-FAST eligible students enrolled in Dual Credit, Bryan Collegiate High School will be charged no more than the State of Texas approved tuition rate for the current academic year.

Bryan Collegiate High School will be responsible for incurring all remaining educational costs for eligible FAST students. These costs may include course fees, lab fees, IA/Couse materials, textbooks, supplies, and credentialing fees.

The parties will work together to develop and provide information to students and parents about the FAST program.

EFFECTIVE DATE

This addendum is effective upon signature and shall remain in effect through the length of the lifetime of the Agreement.

ACCEPTANCE

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates indicated below.

BLINN COLLEGE DISTRICT

By: _____
Mary Hensley, Ed.D., Chancellor

Date

Bryan Collegiate High School

By: _____
Ginger Carrabine, Superintendent

Date

8. Consider Approval of a Memorandum of Understanding with Texas A&M University for an Educational Psychology Practicum Agreement

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**AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND BRYAN INDEPENDENT SCHOOL DISTRICT**

Texas A&M University, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas, on behalf of its Department of Educational Psychology (“Texas A&M”), and Bryan Independent School District (“Bryan ISD”), hereby establish an affiliation for the purpose of providing practicum experience for Texas A&M students. Texas A&M and Bryan ISD may be individually referred to as “Party” or collectively referred to as “Parties.”

SCOPE OF PRACTICUM PLACEMENT:

Neither Texas A&M nor Bryan ISD will incur financial obligation to each other as a result of this Agreement. Texas A&M and Bryan ISD acknowledge that Texas A&M students will not provide services under this Agreement apart from their educational value.

TEXAS A&M AND BRYAN ISD JOINTLY AGREE:

1. The purposes of the practicum placement are:
 - a. to provide learning activities which will assist Texas A&M students in meeting the objectives of coursework established by Texas A&M;
 - b. to provide expanded capabilities for Texas A&M in providing services in consonance with the objectives of graduate education.
2. This Agreement will commence on August 1, 2024 and shall remain in effect through July 31, 2025.
3. Either Party may terminate this Agreement upon giving thirty (30) days’ prior written notice to the other Party, except that this Agreement will remain in effect as to any Texas A&M student participating in the practicum at Bryan ISD as of the effective date of termination for so long as such student remains in the practicum.
4. Each party shall provide and maintain open channels of communication relative to the practicum through designated representatives.
5. Texas A&M shall establish practicum hours for students subject to approval by Bryan ISD. Texas A&M acknowledges that Texas A&M students will be subject to all applicable Bryan ISD policies and procedures while participating in the practicum. Texas A&M shall determine beginning dates, holidays, and ending dates for the practicum assignment.
6. The Parties shall ensure that educational experience provided is consistent with the curriculum requirements of Texas A&M and with the standards of the accrediting entity for the school or department of Texas A&M in which the students are enrolled.

7. The Parties shall periodically review the program administered under this Agreement and, when appropriate, revise the program to meet Texas A&M's curriculum requirements and the standards of the accrediting entity.
8. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Texas A&M and Bryan ISD may not discriminate on the basis of race, sex, religion, color, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity in the administration of policies, programs, or activities; admission policies; or other programs or employment.
9. This Agreement does not prevent Bryan ISD from participating in any other program, nor does this Agreement prevent Texas A&M from placing Texas A&M students with other entities.
10. Texas A&M is not responsible for providing personal liability or medical insurance covering Texas A&M students. Texas A&M assumes no liability for the acts or omissions of its students arising in the course of this affiliation. Texas A&M students will be responsible for obtaining liability insurance coverage in an amount satisfactory to Bryan ISD.
11. Either Texas A&M or Bryan ISD may remove a student enrolled in the practicum if, in the opinion of either Party, the student is not making satisfactory progress in the practicum. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at Bryan ISD only with the written approval of both Parties.

TEXAS A&M AGREES TO:

1. Bear responsibility for academic administrative elements of the practicum.
2. Designate and assign appropriate faculty to serve as representative to Bryan ISD.
3. Limit the activities of Texas A&M faculty at Bryan ISD to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by Bryan ISD.
4. Select the Texas A&M student or students who shall be placed at Bryan ISD, subject to the approval of Bryan ISD.
5. Provide information reasonably requested by Bryan ISD related to students participating in the practicum unless prohibited by federal or state law.
6. Inform all Texas A&M students and personnel participating in the practicum that they are required to comply with the rules and regulations of Bryan ISD while on the premises of Bryan ISD and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Bryan ISD.
7. Provide Bryan ISD with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.
8. Notify students of any criminal background checks required by Bryan ISD and Bryan ISD's requirements of an acceptable criminal background check. Texas A&M will provide the

student with information to have a background check completed and directions for the results to be delivered to Bryan ISD, if the background check is not completed by Bryan ISD. Costs associated with a background check will be paid by the student, if not by Bryan ISD.

9. Inform all Texas A&M students and personnel participating in the practicum that they are responsible for replacing any lost, stolen or damaged equipment and test materials.

BRYAN ISD AGREES TO:

1. Provide initial and updated information to Texas A&M on Bryan ISD policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform Texas A&M students and personnel concerning the rules and regulations of Bryan ISD.
2. Allow the use of Bryan ISD material in Texas A&M classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by Texas A&M to maintain the confidentiality of all Bryan ISD material in compliance with federal and state laws.
3. Provide suitable private office space, equipment, materials, supplies, and clerical assistance necessary for accomplishment of the teaching/learning tasks.
4. Provide on-site supervision by a qualified Bryan ISD representative, approved by Texas A&M for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of Texas A&M students placed with Bryan ISD.
5. Comply with applicable state and federal workplace safety laws and regulations. If a Texas A&M student is exposed to an infectious or environmental hazard or other occupational injury while in Bryan ISD facilities, Bryan ISD, upon notice of the incident from the student, shall provide the emergency care as Bryan ISD provides to its employees. If Bryan ISD does not have the resources to provide such emergency care, Bryan ISD shall refer the student to the nearest emergency facility. Texas A&M shall inform the student that the student will be responsible for any financial charges generated.
6. Provide reasonable time for the Bryan ISD representative to prepare for and conduct conferences with Texas A&M students, and to consult with the representative(s) of Texas A&M.
7. Accept Texas A&M students for the practicum within the capability of Bryan ISD with the provision that said student may participate in any Bryan ISD programs and activities, as appropriate in the opinion of Bryan ISD.
8. Complete appropriate paperwork for Texas A&M students that is required by Texas A&M for performance evaluation and to inform Texas A&M of any concerns regarding the student.
9. Maintain sole responsibility for its clients' care.
10. Obtain and maintain all licenses required for Bryan ISD and ensure that all Bryan ISD personnel are appropriately licensed.

GENERAL PROVISIONS:

1. FERPA.

Bryan ISD and its employees will adhere to all Texas and Federal law that regulates the confidentiality and protection of the confidential information and shall ensure proper notification of any breach thereof required under relevant law including, but not limited to, the requirements pertaining to the security, confidentiality, and privacy of the confidential information set forth in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99). Bryan ISD agrees to indemnify and hold harmless Texas A&M for any damages, costs or expenses finally awarded against Texas A&M in any legal action as a direct result of Bryan ISD's failure to comply with its obligations to Texas A&M under this Agreement with respect to the nondisclosure of confidential information protected under the Family Educational Rights and Privacy Act.

For purposes of FERPA, Texas A&M hereby designates Bryan ISD as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Bryan ISD is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. Bryan ISD shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Texas A&M in writing. Bryan ISD is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Bryan ISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Bryan ISD in this Section, including without limitation, the prohibition on redisclosure. Bryan ISD shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Under no circumstances shall Texas A&M have access to or receive any education records of Bryan ISD students under this Agreement.

For purposes of this Agreement, Bryan ISD hereby designates the Texas A&M students in the practicum as a school officials with a legitimate educational interest in the educational records of the Bryan ISD students who receive services from the Texas A&M students, only to the extent that access to the records is required by the Texas A&M students in the practicum in order to carry out the obligations under this Agreement. Disclosure of confidential student information received under this Agreement to a third party is not authorized. Each Texas A&M student in the practicum are subject to this Agreement shall sign the Access Agreement attached hereto as Exhibit 1.

2. HIPAA.

- (a) The parties acknowledge that Bryan ISD is a covered entity for the purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations").

- (b) To the extent that Texas A&M students are participating in the practicum and Texas A&M faculty members are providing supervision at Bryan ISD as part of the practicum, such students and faculty members will:
- (1) be considered part of Bryan ISD's workforce for HIPAA compliance purposes in accordance with 42 CFR §164.103, but will not be construed to be employees of Bryan ISD;
 - (2) receive training by Bryan ISD on, and subject to compliance with, all of Bryan ISD's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and,
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through practicum participation or a faculty member has access through the provision of supervision at Bryan ISD that has not first been de-identified in 42 CFR §164.514(a).
- (c) Texas A&M may not access or request to access any Protected Health Information held or collected by or on behalf of Bryan ISD that has not first been de-identified as provided in 42 CFR §164.514(a).
- (d) The parties acknowledge that no services are being provided to Bryan ISD by Texas A&M under this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 42 CFR §160.103.
3. **Execution and Modification.** This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by an authorized representative of each Party.
4. **Assignment.** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
5. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
6. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to practicum placements and supersedes all other written and oral agreements between the Parties with respect to the practicum placements. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

7. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
8. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Bryan ISD's service to Texas A&M. Except as specifically required under the terms of this Agreement, Bryan ISD (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or the A&M System. As an independent contractor, Bryan ISD is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Bryan ISD and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.
9. **Provisions.** Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
10. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Texas A&M and Bryan ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Educational Psychology
4225 TAMU
College Station, TX 77843
Attention: Peggy Brigman
Telephone: 979-458-7250
Email: brigman@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamu.edu

Bryan ISD:

Bryan Independent School District

801 S. Ennis Street

Bryan, TX 77803

Attention: DeAnn Barnwell

Telephone: 979-209-2777

Email: deann.barnwell@bryanisd.org

[SIGNATURES ON THE FOLLOWING PAGE]

TEXAS A&M UNIVERSITY

**BRYAN INDEPENDENT SCHOOL
DISTRICT**

Signature

Jill Hobbs

Name

Assistant Dean for Business Services

Title

Date

Signature

Catherine George

Name

Director of Special Education

Title

Date

EXHIBIT 1

ACCESS AGREEMENT

I, _____ (PRINT NAME), the undersigned student of Texas A&M University ("Texas A&M"), understand and agree to the following conditions in order to serve as an intern at Bryan Independent School District ("District"):

1. I understand that I may create or have access to confidential information during my internship with the District, including without limitation, education records of District students protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA") and other correspondence, reports, or records relating to District teachers, staff, students or parents ("Confidential Information").
2. I shall treat ALL information accessible to me in the performance of my duties as an intern as Confidential Information, regardless of its format (e.g., electronic, paper, oral), unless and until advised otherwise by my District supervisor.
3. **I agree to not access Confidential Information unless I am authorized to do so, and I agree to maintain the confidentiality and security of Confidential Information during and after my internship.** I shall not, directly or indirectly, communicate orally, in writing, or by e-mail, any Confidential Information to any unauthorized person, including, without limitation, my professors or other staff or administrators at Texas A&M, other interns or students at Texas A&M or the District, family members, or friends.
4. I may gain access to Confidential Information that is protected from disclosure by federal or state law, including without limitation, FERPA. I understand that the District has designated me as a school official with a legitimate educational interest in any Confidential Information subject to FERPA that I may create or access during my internship. I further understand that unauthorized disclosure of any such Confidential Information can adversely impact the District, individual persons such as the District students, staff or parents to whom the information relates, or affiliated organizations.
5. I understand that any data sets or output reports containing individual District student information that I may generate, or that may be generated by my District supervisor, using Confidential Information must be protected. Except as required by law, I will not disclose any data sets or reports containing individual District student information to any party other than my District supervisor without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed on District information technology and/or record management systems as a result of access through, or use of, the sign-on information and/or password(s) assigned to me by the District.
6. I shall use my access to Confidential Information for the sole purpose of performing my duties as an intern. I shall not disclose Confidential Information to ANYONE without prior authorization from my District supervisor.
7. I shall not permit myself or any other person to copy, reproduce, alter, delete, or enter into District information technology and/or record management systems any Confidential Information other than what is required in the regular performance of my duties as an intern.

8. I am aware that any breach of this Access Agreement, release of Confidential Information, or any abuse of my position, may result in disciplinary action, including possible removal from the internship.
9. The provisions contained in this Access Agreement are considered conditions of my participation in the internship.

I have reviewed and read this document. I understand its terms and its legal effect.

Student Name (Print)

Signature

Date

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TAMU - Contract Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact TAMU - Contract Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ranil@tamu.edu

To advise TAMU - Contract Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ranil@tamu.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from TAMU - Contract Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ranil@tamu.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TAMU - Contract Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ranil@tamu.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TAMU - Contract Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TAMU - Contract Administration during the course of your relationship with TAMU - Contract Administration.

9. Consider Approval of a Resolution, Adjunct Faculty Agreement, and 4H Calendar, Regarding Extracurricular Status of 4H Organization 181

OFFICE OF BRAZOS COUNTY

July 30, 2024

4153 County Park Court
Bryan, Texas 77802

Bryan Independent School District
Ginger Carrabine
801 S. Ennis Street
Bryan, Texas 77803

Ms. Carrabine:

On behalf of the 4-H members of Brazos County, I hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION should be presented for consideration at the next scheduled meeting of the Board of Trustees of the Bryan Independent School District. I further request that questions regarding this RESOLUTION be directed to me in a timely manner so that I may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

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Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



Matthew Pfeifer
Brazos County Extension Agent – 4-H & Youth Development
Texas A&M AgriLife Extension Service

Enclosure: RESOLUTION Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Brazos County
Texas A&M AgriLife Extension Service
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | brazos-bx@tamu.edu | brazos.agrilife.org

The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

**RESOLUTION
Regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Bryan Independent School District meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Brazos County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Texas A&M AgriLife Extension
will request academic eligibility for competitive and non-competitive
purposes when an absence is required.

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Approved this ____ day of _____, 20____.

(For Board of Trustees)

(Superintendent)

Brazos County
Texas A&M AgriLife Extension Service
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | brazos-tx@tamu.edu | brazos.agrilife.org

The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

ADJUNCT FACULTY AGREEMENT

**THE STATE OF TEXAS
COUNTY Of Brazos**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Bryan Independent School District, hereinafter referred to as "District". A Quorum having been established; the Board proceeded to consider the appointment of the herein names individual(s) as an adjunct member of the Bryan Independent School District.

Upon consideration and vote of _____ in favor, Chadd Caperton, Flora Williams, Stephen Brueggerhoff, Matthew Pfeifer, and Ashleigh Sugg are hereby named as adjunct faculty member(s) of the Bryan Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 13th day of August 2024 and remain in effect until the 23rd day of May 2025, being the end of the 2024-2025 academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Bryan Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service or Cooperative Extension Program.
4. Adjunct faculty member shall be under the direction supervision of the District Extension Administrator of District 9.
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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Adjunct faculty members shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty member for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service. Adjunct faculty member is not the employee of the School District, and School District does not nor shall not supervise, direct, or control the activities and/or participation of such (Insert County Name) County Extension Agent(s) who has/have been herein designated as an adjunct faculty member.

This appointment is made by (Insert Name) Independent School District by and through the action of the Board of Trustees of said District for the benefit of allowing voluntary student participation in programs conducted by Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for Foundation School Program purposes.

Brazos County
Texas A&M AgriLife Extension Service
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | brazos-bx@tamu.edu | brazos.agrilife.org

The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

OFFICE OF BRAZOS COUNTY

INFORMATION FOR LOCAL SCHOOL DISTRICTS

MEMORANDUM

TO: Bryan Independent School District



FROM: Matthew Pfeifer
County Extension Agent – 4-H and Youth Development
Brazos County

SUBJECT: Adjunct Faculty Status

The State Board of Education passed an amendment to 19 TAC§129.21 (k)(1). Requirements for student Attendance Accounting for State Funding Purposes allows public school students to be considered “in attendance” when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

- (4-12) The student is participating in an activity which is approved by the local board and is under the direction of a professional staff member of the school district or an adjunct staff member. This adjunct staff member must have a minimum of a bachelor’s degree and be eligible for participation in the Teacher Retirement System of Texas.
- (4-13) Student participating in any activity which is not approved by the local school board and/or without certified district personnel supervision are counted absent [see 4-12]. To qualify for funding purposes, the certified district staff member/adjunct staff member must be accompanying the students as an official of the school district for the specific purpose of supervising the students and must be approved by the school board to supervise the activity. For example, students participating in 4-H activities which are supervised solely by a county extension agent are reported present.

This amendment provides local school boards the opportunity to recognize county Extension agents as adjunct members and to count students participating in 4-H/Extension educational activities “in attendance” for Foundation School Program purposes. Brazos County requests adjunct staff member status for the county extension agents for the school year 2023-2024. The following faculty members are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor’s degree.

NAME	TITLE	DEGREE	INSTITUTION	DATE
Chadd Caperton	CEA-ANR	BS- Animal Science MS- Agriculture	Stephen F. Austin University Stephen F. Austin University	1999 2015
Flora Williams	CEA-FCH	BS-Home Economics MA-Education	Prairie View A&M University University of Phoenix	1992 2008
Stephen Brueggerhoff	CEA-HORT	BS- Horticulture MS-Forest Resources	Sam Houston University of Washington	1993 2001
Matthew Pfeifer	CEA-4-H	BS- Ag. Science MS- Ag. Lead. Ed. & Com.	Texas A&M University- Kingsville Texas A&M University	2012 2018
Ashleigh Sugg	PA- 4-H	BS- Animal Science	Texas A&M University	2023

Brazos County
Texas A&M AgriLife Extension Service
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | brazos-tx@tamu.edu | brazos.agrilife.org

The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

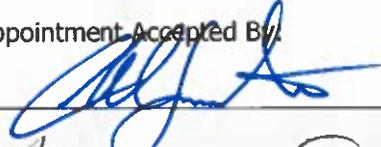
The appointment of the herein named Brazos County Extension Agent(s) (Chadd Caperton, Flora Williams, Stephen Brueggerhoff, Matthew Pfeifer, Ashleigh Sugg) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Bryan Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

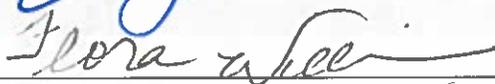
Signed this _____ day of _____, 2024.

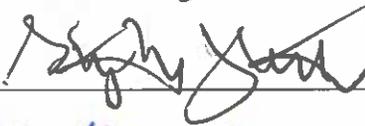
Bryan Independent School District

By: _____

Adjunct Faculty Appointment Accepted By:

Chadd Caperton:  _____

Flora Williams:  _____

Stephen Brueggerhoff:  _____

Matthew Pfeifer:  _____

Ashleigh Sugg:  _____

Approved:

Eric Zimmerman
District Extension Administrator, District 9
Texas A&M AgriLife Extension Service

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Brazos County
Texas A&M AgriLife Extension Service
4153 County Park Court | Bryan, Texas 77802

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2024-2025 BRAZOS COUNTY 4-H CALENDAR

BRAZOS COUNTY 4-H STAFF

MATT PFEIFER CEA, 4-H & YOUTH DEVELOPMENT, MATTHEW.PFEIFER@AG.TAMU.EDU

ASHLEIGH SUGG 4-H & YOUTH PROGRAM ASSISTANT, ASHLEIGH.SUGG@AG.TAMU.EDU

FLORA WILLIAMS CEA FAMILY & COMMUNITY HEALTH, FLORA.WILLIAMS@AG.TAMU.EDU

CHADD CAPERTON CEA AG & NATURAL RESOURCES, CHADD.CAPERTON@AG.TAMU.EDU

EMILY BESSER OFFICE MANAGER, EMILY.BESSER@AG.TAMU.EDU

KELLIE MONTOYA ADMINISTRATIVE ASSISTANT 4-H, KELLIE.MONTOYA@AG.TAMU.EDU

JANICE ANDERSON ADMINISTRATIVE ASSISTANT ANR/HORT, JANICE.ANDERSON@AG.TAMU.EDU

LESLIE GONGORA ADMINISTRATIVE ASSISTANT FCH, LESLIE.GONGORA@AG.TAMU.EDU

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****DATES ARE SUBJECT TO CHANGE- CHANGES
WILL BE COMMUNICATED VIA WEEKLY EMAIL,
MONTHLY NEWSLETTER, & FACEBOOK POSTS**



[HTTPS://BRAZOS.AGRILIFE.ORG](https://BRAZOS.AGRILIFE.ORG)



979-823-0129



BRAZOS COUNTY 4-H



4153 COUNTY PARK CT.
BRYAN, TX 7802

AUGUST 2024

SUN

MON

TUE

WED

THU

FRI

SAT

				1	2	3 CLUB OFFICER & ADULT LEADER TRAINING
4	5  CAKE SHOW & AUCTION	6	7	8	9 DUE- HOT FAIR & STATE FAIR ENTRIES	10
11 BRAZOS COUNTY ACHIEVEMENT BANQUET 	12	13	14	15	16	17  COUNTY CLUB FAIR
18	19	20 YOUTH & ADULT LEADERS MEETING	21	22	23 TAG ORDERS DUE- MAJOR SHOW & BCYLS	24
25	26	27	28	29	30	31

SEPTEMBER 2024

SUN

MON

TUE

WED

THU

FRI

SAT

1  NEW 4-H YEAR!	2  OFFICE CLOSED	3	4	5 TAG ORDERS DUE- BCYLS STEERS	6	7 LEADER TRAINING & FALL D9 COUNCIL MEETING
8	9	10	11 REGISTRATION- FOOD & NUTRITION PROJECT INFO & FUN NIGHT	12	13 TENTATIVE ORDERS DUE- MAJOR BROILERS	14
15	16	17 COUNTY COUNCIL OFFICERS ONLY MEETING	18 TAG ORDERS DUE- BCYLS & MAJOR SWINE	19	20	21
22 VALIDATION- BCYLS STEERS & COMMERCIAL STEERS	23 REGISTRATION- FASHION INFO NIGHT & WORKSHOP	24	25 FOOD & NUTRITION PROJECT INFO & FUN NIGHT	26	27	28
29	30			 NEW FAMILY ORIENTATION		



OCTOBER 2024



SUN

MON

TUE

WED

THU

FRI

SAT

		1	2	3  NEW FAMILY ORIENTATION	4	5
6  NATIONAL 4-H WEEK	7  FASHION INFO NIGHT & WORKSHOP	8 	9  ENTRIES DUE- BRAZOS COUNTY FOOD CHALLENGE PIZZA RANCH 	10 	11 	12  ONE DAY 4-H
13 	14	15 YOUTH & ADULT LEADERS MEETING	16 TENTATIVE ORDERS DUE- BCYLS BROILERS	17	18 REGISTRATION- FOOD & NUTRITION SUMMIT 	19 
20 	21 VALIDATION- FALL SHEEP & GOAT REGISTRATION- FASHION TOUR	22 TENTATIVE VALIDATION- FALL HEIFER	23 BRAZOS COUNTY FOOD CHALLENGE	24	25	26
27	28	29	30	31 	MAJOR SHOW ENTRY WEEK DURING OFFICE HOURS (8:00 AM - 5:00 PM)	

DECEMBER 2024

SUN

MON

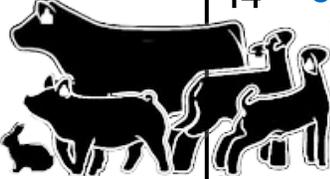
TUE

WED

THU

FRI

SAT

1	2 FASHION & INTERIOR DESIGN WORKSHOP	3	4	5	6	7
8	9 VALIDATION- BCYLS SWINE	10	11	12	13 	14 SOUTHERN CLASSIC
15 SOUTHERN CLASSIC	16	17  BRAZOS COUNTY 4-H CHRISTMAS PARTY	18	19	20	21 <small>192</small>
22	23	24 OFFICE CLOSED	25 MERRY CHRISTMAS 	26 OFFICE CLOSED	27	28
29	30	31				



JANUARY 2025

SUN

MON

TUE

WED

THU

FRI

SAT

			1 HAPPY new YEAR	2 ENTRIES DUE- BRAZOS COUNTY FOOD SHOW	3 ENTRIES DUE- COUNTY PHOTOGRAPHY CONTEST	4
5	6 WINTER D9 COUNCIL MEETING (VIRTUAL)	7	8 DUE- DOG VALIDATION	9	10 INVITATIONAL QUIZBOWL- LIVESTOCK, FCH	11
12	13	14	15 BRAZOS COUNTY FOOD SHOW	16	17 REGISTRATION- FASHION & INTERIOR DESIGN DAY CAMP D9 ARCHERY CONTEST	18 193
19	20  OFFICE CLOSED	21 YOUTH & ADULT LEADERS MEETING	22	23 BRAZOS COUNTY ROUNDUP 	24	25
26	27	28	29	30 ENTRIES DUE- FASHION SHOW, QUILT SHOW & VIRTUAL STORY BOARDS	31	

FEBRUARY 2025

SUN

MON

TUE

WED

THU

FRI

SAT

						1 FASHION & INTERIOR DESIGN DAY CAMP
2	3	4	5	6 ENTRIES DUE- FASHION SHOW, QUILT SHOW & VIRTUAL STORY BOARDS	7	8
9	10	11	12	13 FASHION & STYLE SHOW & AWARDS	14 	15 194
16	17 ENTRIES DUE- FCH QUIZBOWL & CDM CONTEST VALIDATION- BCYLS RABBIT	18	19	20	21	22
23	24	25	26	27	28 ENTRIES DUE- BCYLS 	



MARCH 2025



SUN

MON

TUE

WED

THU

FRI

SAT

						1
2	3 FCH QUIZBOWL & CDM CONTEST	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18 COUNTY COUNCIL OFFICERS ONLY MEETING	19	20	21	22 195 
23  30	24  31	25 	26 	27 	28 	29 

APRIL 2025

SUN

MON

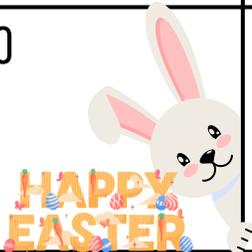
TUE

WED

THU

FRI

SAT

		1 APPLICATIONS DUE- 2025-2024 COUNTY COUNCIL OFFICER	2	3	4	5
6	7	8 INTERVIEW- COUNTY COUNCIL OFFICER CANDIDATES	9	10	11	12 MULTI DISTRICT HORSE JUDGING D9 RIFLE, AIR RIFLE, & AIR PISTOL
13	14	15 YOUTH & ADULT LEADERS MEETING OFFICER ELECTIONS	16	17	18 Good Friday OFFICE CLOSED	19
20 	21	22	23	24	25 BIG TIME IN THE WOODLANDS	26 196 
27	28	29  RECORDBOOK WORKSHOP	30			

MAY 2025

SUN

MON

TUE

WED

THU

FRI

SAT

				1	2 D-9 ROBOTICS CONTEST	3 MULTI DISTRICT LIVESTOCK & MEATS JUDGING
4	5	6	7	8	9 TENTATIVE ORDERS DUE- STATE FAIR BROILERS & TURKEY	10
11	12	13	14	15	16	17
18	19	20 YOUTH & ADULT LEADERS MEETING OFFICER INSTALLATION	21 DUE- D-9 OFFICER APPS	22	23	24 197
25	26  OFFICE CLOSED	27	28	29	30	31

JUNE 2025

SUN

MON

TUE

WED

THU

FRI

SAT

1	2 DUE- RECORDBOOKS	3 TEXAS 4-H ROUNDUP & LEAD ACADEMY- COLLEGE STATION, TX	4	5	6	7
8	9	10 D9 LEADERSHIP GALVESTON	11	12 LAB -	13	14
15	16 COUNTY	17 TENTATIVE DAY	18 CAMPS	19 VALIDATION- SUMMER STEER & HEIFER	20 APPLICATIONS DUE- COUNTY AWARDS & SCHOLARSHIPS	21 198
22	23 VALIDATION- STATE FAIR/HOT SHEEP, GOAT, SWINE D9	24 HORSE	25 SHOW	26	27 INTERVIEW- COUNTY STAR AWARDS	28
29	30					

JULY 2025

SUN

MON

TUE

WED

THU

FRI

SAT

1
DUE-
DISTRICT QUALIFYING
RECORDBOOKS

4
4th of July
OFFICE CLOSED

8
D-9 RECORD BOOK
JUDGING- CONROE

S T A T E D O G S H O W

23
COUNTY COUNCIL
OFFICER TRAINING

AUGUST 2025

SUN

MON

TUE

WED

THU

FRI

SAT

					1	2 CLUB OFFICER & ADULT LEADER TRAINING
3	4  CAKE SHOW & AUCTION	5	6	7	8	9
10 BRAZOS COUNTY ACHIEVEMENT BANQUET 	11	12	13	14	15	16  COUNTY CLUB FAIR 200
17	18	19 YOUTH & ADULT LEADERS MEETING	20	21	22	23
24 31	25	26	27	28	29	30

BRAZOS COUNTY 4-H COMMUNITY SERVICE

SEPT

OCT



ONE DAY 4-H

NOV



KBTX FOOD FOR FAMILIES FOOD DRIVE

DEC



SALVATION ARMY BELL RINGING



CHRISTMAS CHILD BOX

JAN



BLANKET MAKING AT COUNCIL MEETING



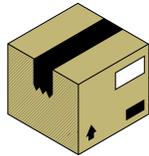
FEB

MARCH



BCYLS SPECIAL EDITION SHOW

APRIL



MILITARY CARE PACKAGES

MAY



MEMORIAL DAY FLAGS

JUNE



STATE 4-H ROUND UP SERVICE PROJECT

JULY



STUFF THE BUS

AUG

BRAZOS COUNTY 4-H CLUB MEETINGS

SEPTEMBER 2024 - MAY 2025

SUN

MON

TUE

WED

THU

FRI

SAT

<p>BRIDLE & BIT DICK FREEMAN ARENA 2:30 PM</p> <p>SPORTSMAN'S CLUB BOSWELL PORTER 4-H RANGE 3:30 PM</p>		<p>EDGE EDGE COMMUNITY CENTER 6:00 PM</p> <p>EQUESTRIAN A&M UMC 6:00 PM</p> <p>K-9 DOG CLUB TBD 6:00 PM</p>				
<p>CASTLEGATE LARRY J. RINGER LIBRARY 2:00 PM</p>	<p>ST. JOSEPH ST. JOSEPH PARISH ACTIVITY CENTER CLOVER KIDS 6:15 PM MEMBERS 6:30 PM</p> <p>SOUTHWOOD WELLBORN COMMUNITY CENTER CLOVER KIDS 6:00 PM MEMBERS 6:30 PM</p>	<p>RUNTIN' N GRUNTIN' PRODUCERS COOP 6:30 PM</p>		<p>ARCHERY WESTMINSTER PRESBYTERIAN 7:00 PM</p>		
	<p>ROBOTICS BRAZOS COUNTY EXTENSION OFFICE 7:00 PM</p>			<p>4 HUMBLE HEARTS TBD 6:00 PM</p>		<p>NORTH BRYAN²⁰² NEW BIRTH NORTH BRYAN NEW BIRTH BAPTIST CHURCH 11:30 AM</p>
	<p>WIXON VALLEY SAM RAYBURN MIDDLE SCHOOL 6:30 PM</p>					

10. Consider Approval of the Quarterly Investment Report for the Quarter
Ending May 31, 2024

204

August 19th, 2024

**BRYAN INDEPENDENT SCHOOL DISTRICT
QUARTERLY INVESTMENT REPORT – COMPLIANCE STATEMENT
FOR THE QUARTER ENDING MAY 31, 2024:**

We, the approved Investment Officers of Bryan ISD, hereby certify that the following Investment Report represents the investment position of the District at May 31, 2024 and the activity for the quarter then ended. All investments were purchased in compliance with the Board approved Investment Policy.



Kevin Beesaw
Assistant Superintendent of Business Services



Stefanie Brumfield
Director of Financial Services

Bryan Independent School District
Investment Report for the period March 1, 2024 through May 31, 2024

Investment Type	Fund	3/1/2024 Balance	Additions (Deposits or Investments)	Deletions (Withdrawals or Investments Matured/Called)	5/31/2024 Balance	Yield	Maturity Date	# Days Current Period	Current Earnings	3/1/2024 Market Value	5/31/2024 Market Value
Investment Pools:											
See the attached detail	All	142,969,310	29,195,667	(55,462,003)	116,702,974	4.947%		91	1,755,279	142,969,316	116,702,980
Total Investment Pools		142,969,310	29,195,667	(55,462,003)	116,702,974				1,755,279	142,969,316	116,702,980
Money Market Fund:											
Charles Schwab (formerly TD Ameritrade)-MAPP	Gen'l	38,574	(1,096,936)	1,095,000	36,637	0.010%		91	350	38,574	36,637
Total Money Market Funds		38,574	(1,096,936)	1,095,000	36,637				350	38,574	36,637
Agency, Disc. Notes & Municipals - Held in Frost Safekeeping Account											
	Gen'l	0	0	0	0	0.000%		0	0	0	0
TD Ameritrade-MAPP-Sched Attached	Gen'l	5,585,000	1,140,000	(1,095,000)	5,630,000	Various-See Sched Attached			62,107	5,565,271	5,606,761
Total Muni & Govt Sec		5,585,000	1,140,000	(1,095,000)	5,630,000				62,107	5,565,271	5,606,761
Total Investments		148,592,884	29,238,731	(55,462,003)	122,369,612				1,817,736	148,573,161	122,346,379

Summary by Fund

General Fund	61,678,014	22,931,151	(47,479,121)	37,130,044
Debt Service Fund	7,054,259	1,155,788	0	8,210,047
Construction Fund	72,137,832	980,644	(4,185,354)	68,933,122
School Nutrition Fund	7,635,788	3,668,991	(3,656,554)	7,648,225
Internal Service Fund	86,990	502,157	(140,974)	448,173
	148,592,884	29,238,731	(55,462,003)	122,369,612

Bryan Independent School District
Investment Report for the period March 1, 2024 through May 31, 2024

Investment Pool	Fund	3/1/2024 Balance	Additions (Deposits or Investments)	Deletions (Withdrawals or Investments Matured/Called)	5/31/2024 Balance	Yield	Maturity Date	# Days Current Period	Current Earnings	3/1/2024 Market Value	5/31/2024 Market Value
TexPool	Gen'l	44,510,475	22,729,154	(47,479,121)	19,760,507	4.755%		91	419,887	44,510,476	19,760,508
	Debt	7,054,251	1,155,788	-	8,210,039	4.755%		91	103,172	7,054,252	8,210,040
	Fd Serv	7,635,785	3,668,991	(3,656,554)	7,648,222	4.755%		91	97,880	7,635,786	7,648,223
	Constr	72,137,827	980,644	(4,185,354)	68,933,117	4.755%		91	973,250	72,137,828	68,933,118
	W Comp	86,989	502,157	(140,974)	448,171	4.755%		91	2,157	86,990	448,172
TXClass	Gen'l	11,543,859	158,931	-	11,702,791	5.533%		91	158,931	11,543,860	11,702,792
TexStar	Gen'l	125	2	-	127	5.320%		91	2	125	127
Total Investment Pools		142,969,310	29,195,667	(55,462,003)	116,702,974				1,755,279	142,969,316	116,702,980

Bryan Independent School District
Investment Report for the period March 1, 2024 through May 31, 2024

Agency, Disc. Notes, Municipals and CD's - Held in Charles Schwab (formerly TD Ameritrade) Acct-TCG Advisors MAPP											
Investment Type	Fund	3/1/2024 Balance	Additions (Deposits or Investments)	Deletions (Matured or Called)	5/31/2024 Balance	Yield	Maturity Date	# Days Current Period	Current Earnings	3/1/2024 Market Value	5/31/2024 Market Value
United States Treasury Notes (07/15/22)	Gen'l	570,000		(570,000)	0	2.500%	04/30/24	61	2,818	567,328	-
United States Treasury Notes (10/4/22)	Gen'l	525,000	0	(525,000)	0	2.250%	03/31/24	31	1,924	523,605	-
United States Treasury Notes (9/2/22)	Gen'l	620,000	0	0	620,000	3.000%	06/30/24	92	5,415	615,156	618,838
United States Treasury Notes (09/2/22)	Gen'l	620,000	0	0	620,000	3.250%	08/31/24	92	5,402	613,703	616,706
Federal Farm Credit Bond (3/2/23)	Gen'l	730,000	0	0	730,000	4.750%	02/21/25	92	9,144	728,061	727,369
United States Treasury Notes (05/31/25)	Gen'l	560,000	0	0	560,000	4.250%	05/31/25	92	6,117	555,362	554,837
Federal Farm Credit Bond (7/28/25)	Gen'l	765,000	0	0	765,000	4.875%	07/28/25	92	9,600	765,483	762,125
United States Treasury Notes (12/04/23)	Gen'l	625,000	0	0	625,000	4.875%	11/30/25	92	8,031	626,563	623,633
Federal Home Loan Bank (01/31/24)	Gen'l	570,000	0	0	570,000	4.750%	12/12/25	92	7,187	570,010	567,459
US Treasury Notes (04/2/24)	Gen'l	0	560,000	0	560,000	4.500%	03/31/26	59	2,232	0	555,975
US Treasury Notes (05/2/24)	Gen'l	0	580,000	0	580,000	4.875%	04/30/26	29	4,237	0	579,819
Total Muni & Govt Sec & CD/s-TD Ameritrade-MAPP		5,585,000	1,140,000	(1,095,000)	5,630,000				62,107	5,565,271	5,606,761

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

1. Discuss and Consider Approval of a Purchase Over \$50,000 for Property, General Liability, Cybersecurity, and Automobile Insurance

208



PREMIUM SUMMARY - COMPARISON

Annual Premiums: 09/01/24 – 09/01/25

Coverage	Renewal – Option 1		Expiring	
	Exposure	Premium	Exposure	Premium
Property \$100,000 AOP 3%/\$500,000 Wind & Hail	\$728,579,268	\$2,513,805	\$668,831,261	\$2,594,082
General Liability	\$2,000,000	\$8,560	\$2,000,000	\$8,571
Cyber Liability	Shared Limits	\$25,106	Shared Limits	\$17,460
Auto Liability	\$100/\$300/\$100	\$154,422	\$100/\$300/\$100	\$163,463
Auto Physical Damage	267 Vehicles	\$59,079	288 Vehicles	\$57,954
<i>Total</i>		\$2,760,972		\$2,841,530

Coverage	Renewal – Option 2	
	Exposure	Premium
Property \$100,000 AOP 2%/\$500,000 Wind & Hail	\$728,579,268	\$2,704,400
General Liability	\$2,000,000	\$8,560
Cyber Liability	Shared Limits	\$25,106
Auto Liability	\$100/\$300/\$100	\$154,422
Auto Physical Damage	267 Vehicles	\$59,079
<i>Total</i>		\$2,951,567

COMPANY BILL PAYMENT

Full Annual Payment

Explanations are in general terms and do not change or replace the terms or conditions of the policies.



PREMIUM SUMMARY - COMPARISON

Short Terms Premiums: 09/01/24 – 07/01/25

Coverage	Renewal – Option 1	
	Exposure	Premium
Property \$100,000 AOP 3%/\$500,000 Wind & Hail	\$728,579,268	\$2,086,459
General Liability	\$2,000,000	\$7,360
Cyber Liability	Shared Limits	\$25,106
Auto Liability	\$100/\$300/\$100	\$138,770
Auto Physical Damage	267 Vehicles	\$52,246
Total		\$2,309,941

Coverage	Renewal – Option 2	
	Exposure	Premium
Property \$100,000 AOP 2%/\$500,000 Wind & Hail	\$728,579,268	\$2,244,653
General Liability	\$2,000,000	\$7,360
Cyber Liability	Shared Limits	\$25,106
Auto Liability	\$100/\$300/\$100	\$138,770
Auto Physical Damage	267 Vehicles	\$52,246
Total		\$2,468,135

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

Bryan ISD 2024 Property Insurance Quote Comparison				
8/16/2024	2022/23 Renewal Quote	2023/24 Renewal Quote	2024/25 Renewal Quote	2024/25 Renewal Quote
Agent	Higginbotham	Higginbotham	Higginbotham	Higginbotham
Property Insurance Fund or Program	Texas Political Subdivision Self Insurance Fund			
Best Rating (Reins)	AGRIP Approved	AGRIP Approved	AGRIP Approved	AGRIP Approved
Assessable	No	No	No	No
Policy Term	9/1/2022-9/1/2023	9/1/2023-9/1/2024	9/1/2024-9/1/2025	9/1/2024-7/1/2025
Est Annual Premium (2% W/H Ded)	N/A	N/A	\$2,704,400	\$2,244,653
Est Annual Premium (3% W/H Ded)	\$1,767,572	\$2,594,082	\$2,513,805	\$2,086,459
Property Total Insured Value	\$591,729,219	\$668,831,261	\$728,579,268	\$728,579,268
Rate per \$100 (2% W/H Ded)	N/A	N/A	\$0.3712	\$0.3081
Rate per \$100 (3% W/H Ded)	\$0.2987	\$0.3879	\$0.3450	\$0.2864
Terrorism under TRIA	Excluded	Excluded	Excluded	Excluded
Coinsurance	None	None	None	None
Valuation	Replacement Cost except ACV on all roofs 20 years old or older	Replacement Cost except ACV on all roofs 20 years old or older	Replacement Cost except ACV on all roofs 20 years old or older	Replacement Cost except ACV on all roofs 20 years old or older
Blanket/Scheduled	Blanket	Blanket	Blanket	Blanket
Loss Limit per Occurrence	\$591,729,219	\$668,831,261	\$600,000,000	\$600,000,000
Sublimit for Wind/Hail Loss to Single Ply Membrane Roofs including EPDM, TPO, PVC membranes and similar systems	No Sublimit but ACV for PVC Single Ply Membrane Roofs; RC for TPO/EPDM (Rubber) Single Ply Membrane Roofs	No Sublimit but ACV for PVC Single Ply Membrane Roofs; RC for TPO/EPDM (Rubber) Single Ply Membrane Roofs	No Sublimit but ACV for PVC Single Ply Membrane Roofs; RC for TPO/EPDM (Rubber) Single Ply Membrane Roofs	No Sublimit but ACV for PVC Single Ply Membrane Roofs; RC for TPO/EPDM (Rubber) Single Ply Membrane Roofs
Cosmetic Roof Damage (Metal Roof)	Limited - 50% of Replacement Cost up to \$1,000,000	Limited - 50% of Replacement Cost up to \$1,000,000	Limited - 50% of Replacement Cost up to \$1,000,000	Limited - 50% of Replacement Cost up to \$1,000,000
Deductibles:				
Windstorm or Hail	3% per Location for Wind/Hail with \$500,000 Minimum per Occurrence	3% per Location for Wind/Hail with \$500,000 Minimum per Occurrence	2% per Location for Wind/Hail with \$500,000 Minimum per Occurrence	2% per Location for Wind/Hail with \$500,000 Minimum per Occurrence
All Other Perils	\$100,000 per Occ	\$100,000 per Occ	\$100,000 per Occ	\$100,000 per Occ
Earthquake	\$150,000 per Occ	\$150,000 per Occ	\$150,000 per Occ	\$150,000 per Occ
Flood	\$150,000 per Occ	\$150,000 per Occ	\$150,000 per Occ	\$150,000 per Occ
Musical Instruments & Uniforms	\$1,000 per Occ	\$1,000 per Occ	\$1,000 per Occ	\$1,000 per Occ
Electronic Data and Media	\$5,000 per Occ	\$5,000 per Occ	\$5,000 per Occ	\$5,000 per Occ
Computer Equipment	\$5,000 per Occ	\$5,000 per Occ	\$5,000 per Occ	\$5,000 per Occ
Boiler and Machinery	\$10,000 per Occ	\$10,000 per Occ	\$10,000 per Occ	\$10,000 per Occ
Property Extras (Sublimits are part of and not in addition to the Blanket Limit and are subject to the Deductible)				
Terrorism (Without TRIA)	\$100,000,000 Shared Limit	\$100,000,000 Shared Limit	\$100,000,000 Shared Limit	\$100,000,000 Shared Limit
Errors and Omissions	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Extra Expense	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Additions and Renovations by ISD Employees	Included	Included	Included	Included
Additions and Renovations by Contractors	Included	Included	Included	Included
Newly Acquired Property for 120 Days	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Personal Property at Newly Acquired Buildings	Included	Included	Included	Included
Personal Property in Transit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Electronic Data, Media and Hardware	\$9,140,339	\$9,140,339	\$9,140,339	\$9,140,339
Valuable Papers	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Limited Pollution Coverage	\$500,000	\$500,000	\$500,000	\$500,000
Debris Removal	Lesser of \$10,000,000 or 25% of Loss			
Ordinance and Law: Undamaged Portion of Bldg (A)	Policy Limit	Policy Limit	Included	Included
Ordinance and Law: Demolition (B)	Policy Limit	Policy Limit	\$1,000,000	\$1,000,000
Ordinance and Law: Increased Cost of Construction ©	Policy Limit	Policy Limit	\$1,000,000	\$1,000,000
Unnamed Location/U.S.	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Back up of Sewers and Drains	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Personal Property of Employees	\$1000 per Employee \$100,000 per Occurrence	\$1000 per Employee \$100,000 per Occurrence	\$1,000 per Employee \$100,000 per Occurrence	\$1,000 per Employee \$100,000 per Occurrence
Glass	Included	Included	Included	Included
Food Spoilage	\$250,000	\$250,000	\$250,000	\$250,000
Flood (excluding Flood Zones)	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Earth Movement	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Musical Instruments & Uniforms	\$1,326,939	\$1,326,939	\$1,326,939	\$1,326,939
Contractors Equipment	\$500,000	\$500,000	\$500,000	\$500,000
Fine Arts	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Outdoor Plants (maximum \$1000 per plant) excl Wind/Hail	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Outdoor Property (max \$250,000 per item) excl Wind/Hail	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Installation Floater	Excluded	Excluded	Excluded	Excluded
Fungus, Mold, or Mildew	\$25,000 per Occurrence \$250,000 Aggregate/Yr	\$25,000 per Occurrence \$250,000 Aggregate/Yr	\$25,000 per Occurrence \$250,000 Aggregate	\$25,000 per Occurrence \$250,000 Aggregate
Contingent Business Interruption	Excluded	Excluded	Excluded	Excluded
Money and Securities	Excluded	Excluded	Excluded	Excluded
Virus Exclusion	Yes	Yes	Yes	Yes
Equipment Breakdown				
Property Damage	\$250,000,000	\$250,000,000	\$250,000,000	\$250,000,000
Testing	Excluded	Excluded	Excluded	Excluded
Hazardous Substances	\$250,000	\$250,000	\$250,000	\$250,000
Data Restoration	\$250,000	\$250,000	\$250,000	\$250,000
Perishable Goods	\$250,000	\$250,000	\$250,000	\$250,000
CFC Refrigerants	\$250,000	\$250,000	\$250,000	\$250,000
Ordinance and Law: Undamaged Portion of Bldg (A)	Included	Included	Included	Included
Ordinance and Law: Demolition (B)	Included	Included	Included	Included
Ordinance and Law: Increased Cost of Construction ©	Included	Included	Included	Included
Expediting Expenses	Included	Included	\$1,000,000	\$1,000,000
Newly Acquired Locations	\$10,000,000	\$10,000,000	Excluded	Excluded
This table is for comparisons only. Please refer to policy for actual coverage terms and limits.				

Bryan ISD 2024 General Liability and Auto Insurance Quote Comparison				
8/16/2024	2022/23 Renewal Quote	2023/24 Renewal Quote	2024/25 Renewal Quote	2024/25 Renewal Quote
Agent	Higginbotham	Higginbotham	Higginbotham	Higginbotham
General Liability Company/Fund	Texas Political Subdivision Self Insurance Fund			
Best Rating	AGRIP Approved	AGRIP Approved	AGRIP Approved	AGRIP Approved
Assessable	No	No	No	No
Policy Term	9/1/2022-9/1/2023	9/1/2023-9/1/2024	9/1/2024-9/1/2025	9/1/2024-7/1/2025
Est Annual Premium	\$18,172	\$26,031	\$33,666	\$32,466
Limit per Occurrence	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Limit Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Limit Employee Benefits Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Medical Payments	Excluded	Excluded	Excluded	Excluded
Damage to Rented Premises	\$100,000	\$100,000	\$100,000	\$100,000
Cyber Privacy Liability (Shared Limit)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Cyber Claim/Event Costs	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Cyber Notification Costs	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Cyber Liability Deductible	\$25,000 for member revenue below \$50MM, \$50,000 for member revenue b/w \$50MM-\$250MM	\$25,000 for member revenue below \$50MM, \$50,000 for member revenue b/w \$50MM-\$250MM	\$25,000 for member revenue below \$50MM, \$50,000 for member revenue b/w \$50MM-\$250MM	\$25,000 for member revenue below \$50MM, \$50,000 for member revenue b/w \$50MM-\$250MM
Cyber Liability Premium	Included	Included	Included	Included
School Crisis Coverage	as outlined in TPS Proposal			
Corporal Punishment	Included	Included	Included	Included
Punitive Damages	Excluded	Excluded	Excluded	Excluded
Sexual Abuse/Molestation	Included - Not for Perpetrator			
Psychological Counseling Professional Liability	Excluded	Excluded	Excluded	Excluded
General Liability Deductible	\$1,000 per Claim	\$1,000 per Claim	\$1,000 per Claim	\$1,000 per Claim
Employee Benefits Liability Deductible	\$1,000 per Claim	\$1,000 per Claim	\$1,000 per Claim	\$1,000 per Claim
Additional Insureds?	Available	Available	Available	Available
Law Enforcement Liability	Excluded	Excluded	Excluded	Excluded
Joint Venture	Excluded	Excluded	Excluded	Excluded
Sports or Athletic Contest	Excluded	Excluded	Excluded	Excluded
Auto Liability Company/Fund	TPS	TPS	TPS	TPS
Best Rating	AGRIP Approved	AGRIP Approved	AGRIP Approved	AGRIP Approved
Assessable	No	No	No	No
Number of Vehicles	282	288	267	267
Est Annual Premium	\$157,697	\$163,463	\$154,422	\$138,770
Cost per Vehicle	\$559	\$568	\$578	\$520
Auto Liability Limit	\$100,000/\$300,000/\$100,000	\$100,000/\$300,000/\$100,000	\$100,000/\$300,000/\$100,000	\$100,000/\$300,000/\$100,000
\$1,000,000 for any occurrence that takes place outside of Texas and Within the United States	Will Meet State Requirements			
Deductible	\$10,000	\$10,000	\$10,000	\$10,000
Hired and Non-owned Auto Liability	Included	Included	Included	Included
Scheduled or Automatic Coverage for New Vehicles	Automatic Coverage	Automatic Coverage	Automatic Coverage	Automatic Coverage
Excluded Drivers	Case by Case	Case by Case	Case by Case	Case by Case
Driver Surcharges	No	No	No	No
Employees as Insured	Yes	Yes	Yes	Yes
Medical Payments	\$1,000	\$1,000	\$1,000	\$1,000
PIP Limit	Excluded	Excluded	Excluded	Excluded
UIM Limit	\$30,000/\$60,000/\$25,000	\$30,000/\$60,000/\$25,000	\$30,000/\$60,000/\$25,000	\$30,000/\$60,000/\$25,000
Auditable	Yes	Yes	Yes	Yes
Students Covered While Operating "Owned Vehicles"	Yes	Yes	Yes	Yes
Garage Keepers Liability	\$50,000	\$50,000	\$50,000	\$50,000
Garage Liability	Covered by General Liability, Immunity Applies			
Operation of Garage Customer's Vehicle	Included	Included	Included	Included
Auto Physical Damage Company/Fund	TPS	TPS	TPS	TPS
Best Rating	AGRIP Approved	AGRIP Approved	AGRIP Approved	AGRIP Approved
Assessable	No	No	No	No
Est Annual Premium	\$51,734	\$57,954	\$59,079	\$52,246
Cost per Vehicle	\$183	\$201	\$221	\$196
Valuation	ACV	ACV	ACV	ACV
Deductible	\$1,000	\$1,000	\$1,000	\$1,000
Hired Auto Physical Damage	\$50,000	\$50,000	\$50,000	\$50,000
Hired Auto Physical Damage Deductible	\$1,000	\$1,000	\$1,000	\$1,000
Maximum Any One Event Coverage	ACV	ACV	ACV	ACV
Maximum Any One Event Deductible	n/a	n/a	n/a	n/a
Auditable	Yes	Yes	Yes	Yes
Punitive or Exemplary Damages	Excluded	Excluded	Excluded	Excluded
Pollutants	Excluded	Excluded	Excluded	Excluded
Cancellation Clause	10 Days for Non-Payment; 60 Days All Other	10 Days for Non-Payment; 60 Days All Other	10 Days for Non-Payment; 60 Days All Other	10 Days for Non-Payment; 60 Days All Other
Claim Notice	Prompt Notice	Prompt Notice	Prompt Notice	Prompt Notice
Total General Liability and Auto Premium	\$227,603	\$247,448	\$247,167	\$223,482
This table is for comparisons only. Please refer to policy for actual coverage terms and limits.				

2. Discuss and Consider Approval of a Purchase Over \$50,000 for Excess Workers' Compensation Insurance

Closed Session

1. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee - Texas Government Code Chapter 551.074
2. Pursuant to Texas Government Code Sections 551.0821, Deliberation Concerning a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed
3. Discussion Regarding Superintendent's Contract, Including Extension and Terms (Texas Government Code 551.074)

Reconvene in Open Session

1. Consideration and Possible Action Regarding Extension of Superintendent Contract and/or Modification of Terms

ADJOURN

In accordance with the Texas Open Meetings Act Subchapters D and E of Chapter 551, Texas Government Code (§551.071 Attorney/Client Consultation, §551.072 Real Estate, §551.073 Contracts for Gifts or Donations, §551.074 Personnel Matters, §551.075 Investments, §551.076 Security Devices, §551.082 Discipline of Student or Employee Complaint, §551.0821 Personally Identifiable Student Information, §551.083 Employee Groups Consultation, §551.084 Exclusion of Hearing Witnesses), the board may enter closed meeting to deliberate any subject authorized by Subchapters listed.