



## Curriculum Committee Meeting

Wednesday, January 14, 2026 at 4:30 PM  
John F. Barron Administration Building - Board Room  
240 N. Crockett Street  
San Benito, Texas 78586

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1. Call to Order
2. Public Comment
  - 2.1. Public comments shall be limited to items on the agenda posted with notice of the meeting.
3. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Sunshine Turtle Daycare for the 2025-2026 School Year
4. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Prevention and Intervention Program for the 2025-2026 School Year
5. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Texas State Technical College Dual Credit Program for the 2026-2027 School Year
6. Review and Discussion of the Clinical Education Affiliation Agreements between San Benito CISD and City of Port Isabel EMS, City of Los Fresnos EMS, City of South Padre Island EMS/FD, and City of Brownsville EMS/FD for the 2026-2030 School Years
7. Committee Concerns
8. Adjournment



## **Request Approval of the Memorandum of Understanding between San Benito CISD and Sunshine Turtle Daycare for the 2025-2026 School Year**

### **Superintendent's Recommendation:**

The Superintendent recommends to the Board of Trustees to approve to the Memorandum of Understanding between San Benito CISD and Sunshine Turtle Daycare for the 2025-2026 school year.

### **Rationale:**

The Memorandum of Understanding between SBCISD and Sunshine Turtle Day Care supports our ongoing collaboration with Head Start to provide high-quality early childhood education services for eligible students in our community. Approval of this MOU will strengthen partnerships, align resources, and ensure that our youngest learners receive the support needed for school readiness and long-term success.

### **Paperwork Impact:**

Minimal

### **Budget:**

### **Resource Personnel:**

Diana Atkinson, Director of Elementary Education  
Dilia Cornett, Assistant Superintendent of Academics  
Alfredo Perez, Superintendent of Schools

### **Board Policy Reference and Compliance:**

N/A

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**AND**

**Sunshine Turtle Daycare**

**2025 - 2026**

This Memorandum of Understanding (“MOU”) is by and between Sunshine Turtle Daycare, a Community-Based Prekindergarten Provider (“CBPP”) and the San Benito Consolidated Independent School District (“SBCISD”) to provide services to age-eligible and criteria- eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between SBCISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between SBCISD and CBPP and may not be amended except by a written document signed by both entities.

**Program Requirements:**

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532

2. the site maintains a minimum of 12 students who meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 12 students.

The CBPP and SBCISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 12 eligible students. This may be accomplished in a combined PK3 and PK4 students who are eligible to be served by a qualified teacher for the purposes of meeting the minimum requirements set by the Texas Education Agency.

**Term:**

The Term of this Memorandum of Understanding commences January 15, 2026 and ends on May 22, 2026 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then SBCISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

**Program Description:**

Children that are 3 or 4 years old as of September 1<sup>st</sup> of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by SBCISD and CBPP. Collaboratively, the children attending CBPP will receive six (6) hours of instruction daily, in cognitive development by a qualified teacher with credentials required by CBPP in a designed facility meeting Child Care licensing and SBCISD requirements.

**Days and Hours of Operation:**

Days of operation shall not be less than one-hundred seventy-six (176) days, during the calendar school year (“Days of Operation”). The daily operations will be from 7:45 am to 3:15 pm. (Note: District Calendar will be developed and approved by both entities).

**Center Sites:**

The name and address of the CBPP site that will be serviced by SBCISD is:

**Sunshine Turtle Daycare**

**686 E. Robertson**

**San Benito, TX. 78586**

## **Responsibilities:**

### A SBCISD will:

- Provide appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a SBCISD program specialist, to the CBPP to provide instructional support;
- Provide special education services to children who are identified in need of special services through the SBCISD Special Education Program;
- Provide bilingual education services to children who are identified emergent bilingual through the SBCISD Bilingual Education Program;
- Meet monthly or on a regular basis with designated personnel of CBPP to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.
- Provide transition support services at identified elementary campuses;
- Provide professional development opportunities to CBPP qualified teacher;

### B. SBCISD Staff will:

- Attend and/or assist in delivery of collaborative Professional Development for SBCISD and CBPP as deemed appropriate;
- Participate with the CBPP staff in the student recruitment process;
- Attend CBPP meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for SBCISD and CBPP with the assistance of SBCISD and CBPP's respective human resource departments;
- Work together with the CBPP teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Follow established protocol with any issues or concerns which may arise;
- Follow SBCISD requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Coordinate efforts with the CBPP staff to register the children;

### C. CBPP will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and SBCISD's requirements, and is appropriately staffed and furnished to deliver CBPP services based on the qualifying standards set forth by the Texas Education Agency (TEA), Childcare Licensing and district, local, and state and SBCISD requirements;
- Provide a CBPP teacher meeting one of the following qualifications:
  1. At least two years' experience of teaching in a nationally accredited child care program or a Texas Rising Star Program and:
    - a Child Development Associate (CDA) credential or another early childhood education credential approved by the agency; or

- a certification offered through a training center accredited by Association Montessori Internationale or through the Montessori Accreditation Council for Teacher Education;
- 2. An associate or baccalaureate degree in early childhood education, early childhood special education, or a related field with a documented minimum of 15 hours of coursework in early childhood education;
- 3. At least eight years' experience of teaching in a nationally accredited child care program or a Texas Rising Star Program; or
- 4. Been employed as a prekindergarten teacher in a school district that has ensured specific prekindergarten professional development requirements have been met:
  - Has completed 150 hours of professional development in ECE-specific topics over a consecutive five-year period; 75 of the 150 hours being in a mentoring/coaching relationship; or
  - Completes 30 hours of ECE-specific professional development annually with 15 of the 30 hours being in a mentoring/coaching relationship until 150 hours are documented.
- Coordinate efforts with SBCISD to identify children with special needs and follow the SBCISD referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by SBCISD;
- Assist with the distribution, completion, and submission of the required SBCISD student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated SBCISD personnel;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with SBCISD staff to transition children to the public schools at the end of each school year;

D. Collaboratively SBCISD and CBPP will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year- old (Pre-K children) and three- year-old children;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet SBCISD and CBPP requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);

- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of SBCISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

**Data Sharing:**

The Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston provides opportunities for organizations to collaborate and share student-level information through the online platform CLI Engage. This will provide a framework for CLI.

This agreement is in effect from January 15, 2026 through May 22, 2026 unless terminates as provided herein.

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Alfredo Perez  
San Benito CISD Superintendent  
San Benito Independent School District

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Date

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Alvaro Ramos  
Sunshine Turtle Daycare

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Date



## **Request Approval of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Prevention and Intervention for the 2025-2026 School Year**

### **Superintendent's Recommendation:**

The Superintendent recommends to the Board of Trustees to approve to the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Prevention and Intervention Program for the 2025-2026 school year.

### **Rationale:**

The purpose of this MOU is to establish a cooperative and mutual beneficial relationship between parties and to set forth the responsibilities of the parties in so far as they relate to the provision of prevention and intervention services being provided to youth who attend San Benito CISD.

### **Paperwork Impact:**

Minimal

### **Budget:**

### **Resource Personnel:**

Scott Hausler, Principal, Positive Redirection Center  
Dilia Cornett, Assistant Superintendent of Academics  
Alfredo Perez, Superintendent of Schools

### **Board Policy Reference and Compliance:**

N/A

**MEMORANDUM OF UNDERSTANDING**

**CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT**

**&**

**SAN BENITO CONSOLIDATED INDEPENDENT**

**SCHOOL DISTRICT**

**FY 2025-2026**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT AND  
SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by and between the Cameron County Juvenile Justice Department (hereafter known as CCJJD) and the San Benito Consolidated Independent School District (hereafter known as SBCISD). This MOU will be in effect for the **2025-2026** school year.

**WHEREAS** the purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties in so far as they relate to the provision of prevention and intervention services being provided to youth who attend SBCISD who are between the ages of 6-15 and are not on any type of supervision with the department.

**WHEREAS** CCJJD Prevention staff will be responsible for the activities and supervision of program youths referred to the Prevention and Intervention Program.

**NOW, THEREAFTER** in consideration of the mutual aims and desires of the parties to this MOU and in recognition of the public benefit to be delivered from an effective alignment of education services; the parties agree to the following:

**TERM**

The term of this MOU is from the date that both parties execute this document and terminates **August 31, 2026**.

**SBCISD**

1. SBCISD will be responsible for forwarding referrals to CCJJD staff if a youth needs prevention and intervention services. Priority will be youths between the ages of 6-15 who are truant, need assistance with tutoring, or have behavioral problems and are not on probation or pending supervision.
2. SBCISD will provide grades and attendance records to CCJJD for grant reporting purposes.
3. SBCISD will allow CCJJD staff to do activities and/or presentations on school campuses that will address truancy, academics, and behavioral problems.

## CCJJD

1. CCJJD will be responsible for supervising the students, addressing any behavior issues and maintaining a safe environment for students and staff when students are attending the after-school program at the Cameron County Juvenile Justice Department facilities.
2. CCJJD will be responsible in implementing an evidence-based curriculum when doing group presentations with youths addressing their attendance and/or behavioral.
3. CCJJD will be responsible in maintaining sign-in sheets, and documentation needed for grant reporting purposes.
4. CCJJD will provide staff to do crisis intervention groups at PRC when requested by SBCISD.

## JOINT EFFORTS

Both parties will ensure that communication, collaboration, cooperation, and coordination occur in efforts to provide a quality program.

## NOTICES

Any amendments to this MOU must be made by mutual consent and with the best interest of students as a priority.

This agreement may be amended by written agreement when signed by both parties.

This Memorandum of Understanding shall be effect from **December 1, 2025** through **August 31, 2026**.

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Alfredo Perez  
Superintendent of Schools  
San Benito Consolidated Independent School District

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Date

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Rose M. Gomez  
Chief Juvenile Probation Officer  
Cameron County Juvenile Justice Department

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Date

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Honorable Judge Janet Leal, Chair  
Cameron County Juvenile Board

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Date



## **Request Approval of the Memorandum of Understanding between San Benito CISD and Texas State Technical College Dual Credit Program for the 2026-2027 School Year**

### **Superintendent's Recommendation:**

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Texas State Technical College Dual Credit Program for the 2026-2027 school year.

### **Rationale:**

The Texas State Technical College MOU serves students enrolled in high school dual enrollment courses for the provision of dual credit to qualified students.

Effective date of this Memorandum of Understanding applies to the 2026-2027 academic year.

### **Paperwork Impact:**

Minimal

### **Budgetary Information:**

Local Budget

### **Resource Personnel:**

Manuela Lopez, Principal, San Benito High School  
Alan Larralde, Director of Career and Technical Education  
Dilia Cornett, Assistant Superintendent of Academics

### **Board Policy Reference and Compliance:**

N/A



**Texas State Technical College  
Dual Credit Memorandum of  
Understanding (2026-2027)**

**MEMORANDUM OF UNDERSTANDING**

**Purpose and Program Overview**

This Dual Credit Memorandum of Understanding (hereinafter referred to as “MOU”) is between **Texas State Technical College**, an institution of higher education and an agency of the State of Texas (which may hereinafter be referred to as the “College” or “TSTC”), the **SAN BENITO** Consolidated Independent School District (which may hereinafter be referred to as the “District”), and the below listed high school(s) which is/are part of the District (which may hereinafter be referred to as the “High School Partner(s)”. TSTC, the District, and the High School Partner(s) may individually be referred to as a “Party” or collectively as “Parties” to this MOU.

| High School Partner Name | High School CEEB Code | Name and Physical Address of Dual Credit Instructional Location/Site (Geographical Address where instruction occurs) | Instructional Formats (Online, TSTC Campus, Off-site Credentialed Facility) |
|--------------------------|-----------------------|--|---|
| San Benito High School   | 446290                | San Benito High School<br>450 S. Oscar Williams Road<br>San Benito, TX 78586   | Offsite   |
|                          | 446290                |  | Online  |
|                          | 446290                | TSTC Harlingen<br>1902 North Loop 499<br>Harlingen, TX 78550   | Onsite  |

This MOU establishes a collaborative partnership between the Parties to support dual credit opportunities, workforce development and advance student educational outcomes. The purpose of this partnership is to prepare students for postsecondary and career success through a structured approach to completing Career and Technical Education (CTE) courses, via a [Dual Credit Pathway](#), that lead to high-demand, high-wage careers. Dual Credit agreements are designed to align with the strategic priorities of both the ISD and the College. TSTC will annually review Dual Credit pathways, matriculation rates, and the evolving economic development needs of the State of Texas to ensure all partnerships remain aligned with institutional and statewide workforce goals. This MOU further outlines the roles and responsibilities of the College, the District and the High School Partner(s) as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

## RESPONSIBILITIES OF EACH PARTY

The Parties enter into this MOU as authorized by [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84\(a\)](#), and agree as follows:

Upon execution of this MOU, TSTC agrees to:

- 1) Provide Access to Dual Credit Courses
  - a) Offer High School Partner(s) access to [Dual Credit courses](#) aligned with regional industry needs, including providing suggested alignment of course TEKS to [Workforce Education Course Manual \(WECM\)](#) outcomes and/or [Academic Course Guide Manual \(ACGM\)](#) outcomes for Dual Credit courses ([Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84.](#))
- 2) Support Partner Outreach and Recruitment through college recruitment presentations, informational sessions, and meetings for students and families throughout the academic year.
- 3) Coordinate Academic Advising Strategies with High School Partner(s) for students regarding Dual Credit opportunities, pathway selection, and continued education at TSTC after graduation.
- 4) Participate in the FAST Program
  - a) Participate in the [FAST \(Financial Aid for Swift Transfer\)](#) program and adhere to all institutional and regulatory requirements outlined for institutions of higher education under [Texas Administrative Code, Title 19, Part 2, Chapter 102, Subchapter GG, Rule § 102.1097.](#)
- 5) Ensure Academic Policy Consistency
- 6) Establish course curriculum, instructional methods, and grading criteria for all Dual Credit courses. At the conclusion of each course, TSTC will submit a letter grade for each dual credit student to the High School Partner(s) and provide an official college transcript upon request.
- 7) Provide Student Support Services to dual credit students.
- 8) Provide the High School Partner(s) with an updated list of course material, textbook, and software requirements each semester. Any subsequent changes to course materials, platforms, or software shall be communicated to the High School Partner(s) in a timely manner.
- 9) Designate a College Representative responsible to serve as the primary liaison with the High School Partner(s) for all dual credit matters.
- 10) **Post a copy of this MOU to TSTC's website at [de.tstc.edu](http://de.tstc.edu) in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#) and upon completion of this document, provide a copy for the High School Partner(s) to post to the District's website.**

Upon execution of this MOU, the High School Partner(s) agree to:

- 1) Verify that all participating students meet eligibility requirements for Dual Credit under [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85](#), including testing, grade level, and academic readiness standards.

- a) Ensure all students complete the College admission application and required documentation and adhere to College enrollment procedures, deadlines, and policies (admissions, registration, add/drop/withdrawals, and grade reporting).
- 2) **Designate one High School Contact** responsible to serve as the primary High School contact by guiding students in selecting a [Dual Credit Pathway](#) aligned with an approved [Program of Study](#), coordinating and submitting required documentation, collaborating with TSTC on advising and program improvements, scheduling application drives and campus events, and maintaining ongoing communication regarding student progress and program updates.
- 3) Ensuring that **Texas Essential Knowledge and Skills (TEKS)** requirements are met for the high school credit portion of Dual Credit courses in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#).
- 4) Coordinate class scheduling, instructional locations, and student rosters with TSTC.
- 5) Provide students access to technology and instructional resources required to complete coursework.
- 6) Collaborate with TSTC to align academic advising strategies for students in Dual Credit and career pathway programs.
- 7) Support student success through local advising, progress monitoring, and timely communication with TSTC regarding academic concerns, attendance, or behavioral issues.
- 8) Inform students of [College's Code of Student Conduct](#), and **academic calendars**, ensuring they understand their responsibilities as TSTC students.
  - a) When there are differences in calendar schedules and the College is not in session, the High School Partner(s) are responsible for student supervision.
  - b) When there are differences in calendar schedules and the High School Partner(s) are not in session, the student is responsible for attending the college course(s)
  - c) Students are required to adhere to attendance policies as outlined in their course syllabus.
- 9) Ensure that students have access to all required course materials, including textbooks, tools, software, uniforms, and internet access, prior to the first day of class.
  - a) Support students in meeting technology and readiness expectations as outlined in TSTC course requirements.
- 10) The High School Partner(s) are also responsible for student transportation to and from the College's campus or other instructional sites. Students who have free periods while on the College's campus will not be monitored by College personnel.
  - a) The High School Partner(s) shall hold harmless the College for any death, personal injury, property damage, and/or campus disruption caused by High School Partner(s)' personnel or students. The College is not responsible for High School Partner(s)' students who leave the College's grounds.
- 11) Ensure all campus administrators are familiar with the obligations and responsibilities outlined in this MOU.
- 12) Cover all costs related to tuition, textbooks, supplies, and transportation, or require the student to cover these expenses unless they qualify for free Dual Credit courses.
- 13) [FAST Program Participation](#)

- a) Cover all costs related to tuition, textbooks, supplies, and transportation as needed, or require the student to cover these expenses unless they qualify for free Dual Credit courses under FAST or other local funding models.
  - b) Notify parents/guardians of the **FAST program**, including rules, eligibility criteria, and student responsibilities, ensuring that all communication aligns with current state guidance and institutional policy.
- 14) **Post a copy of this MOU to the high school(s)/ District website in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#).**

## **STUDENT ELIGIBILITY**

TSTC requires High School Partner(s) to follow all College enrollment procedures and guidelines for Dual Credit students. All admissions and eligibility requirements are outlined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#), and in the College's [Statewide Operating Standard \(SOS\) ES 4.07 Admission of Students](#).

- 1) **Dual credit courses are college-level courses in every respect. The curriculum and instructional methods and materials, and methods of delivery are identical to those for traditional college students, regardless of the high school student's age or grade level.**
- 2) Students must be in grade nine or above and demonstrate appropriate college readiness to be eligible for enrollment in dual credit courses.
- 3) For some programs, eligibility may include successful completion of the Texas Success Initiative Assessment (TSIA) 2.0 program, prior to enrolling unless otherwise exempt or waived.
- 4) Once a student reaches 15 semester credit hours of dual credit coursework, submission of TSIA 2.0 ELAR scores will be required for continued enrollment in a dual credit.
- 5) Dual Credit students must maintain Satisfactory Scholastic Standing as outlined in the College's Catalog and Student Handbook.
- 6) While there is no limit to the number of courses a high school student can enroll in during any term (fall, spring or summer), students, counselors and parents/ guardians should carefully consider other academic and personal obligations when determining course load.

## **ELIGIBLE COURSES & LOCATION OF CLASS**

- 1) **Course Eligibility:**
  - a) Courses offered by TSTC are developed based on the guidelines published in the [Workforce Education Course Manual \(WECM\)](#) or the [Academic Course Guide Manual \(ACGM\)](#) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for Dual Credit by the College's applicable instructional department and TSTC's Office of Dual Credit
  - b) **Remedial courses will not be offered for dual credit.**
  - c) **Concurrent enrollment to high school students requires Individual Approval as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 4.07 Admission of Students](#).**

## 2) Delivery Methods and Location of Courses

Courses may be delivered utilizing the method mutually determined by TSTC and the High School Partner(s), which may include the following:

- a) Delivery at the High School Partner(s)' campus utilizing a high school teacher credentialed and employed and defined in [Statewide Operating Standard \(SOS\) ES 1.11 Faculty Credentials](#) as a College Dual Credit Instructor (DC Instructor); or
- b) Delivery on a TSTC campus utilizing College Instructors whereby students are integrated into traditional course section offerings; or
- c) Delivery online utilizing a TSTC Instructor.

***Please note: The delivery of courses is subject to change based on curriculum and program updates relative to the modality of instruction.***

Dual Credit classes taught in a hybrid modality, as defined by the Texas Higher Education Coordinating Board (THECB), [Texas Administrative Code, Title 19, Part 1, Chapter 2, Subchapter J, Rule §2.202](#), is "A course in which a majority (more than 50 percent) of the instruction occurs when the student(s) and instructor(s) are in separate physical locations.". Hybrid courses taught by TSTC are when part of the course is delivered online and part of the course is delivered face-to-face.

Dual Credit classes not taught on a College campus or during regular class hours may include but are not limited to:

- a) Distance Education: Distance education courses encompass online and hybrid courses as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 2.20 Distance Education](#). Dual Credit students participating in classes delivered by distance education by TSTC are not required to be at the off-site location to receive instruction. Distance education courses that are delivered 100% online are accessible at any time or location where a student has a computer and internet access; or
- b) Special technical programs approved to run outside the designated block time; or
- c) Courses taught at high school, face-to-face; or
- d) Courses taught in a hybrid modality.

## 3) Composition of Classes

Dual Credit courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#).

For courses held at the High School Partner(s) facility, the High School Partner(s) may not enroll both dual credit and non-dual credit students in the same section, unless the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- a) If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course; or
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or

- c) If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

#### 4) **Course Scheduling and Contact Hours**

- a) **Face-to-Face & Hybrid Courses:** All courses delivered in a face-to-face or hybrid format whether at a TSTC campus or a high school facility must comply with minimum contact hour requirements established by the [Workforce Education Course Manual \(WECM\)](#), [Academic Course Guide Manual \(ACGM\)](#), [Career and Technical Education Guidelines](#), and the Texas Higher Education Coordinating Board (THECB).
- b) **TSTC Campus Courses:** The College will provide the High School Partner(s) with course schedules that comply with contact hour requirements.
- c) **Distance Learning Courses:** Distance learning sections are not bound by contact hour requirements.
- d) **Offsite (High School Location) Courses:** The College and High School Partner(s) will collaborate to ensure that class schedules at the high school facility satisfy the minimum contact hour requirements.
- e) Students enrolled in face-to-face/hybrid courses must follow the College's [Academic Calendar](#) and adhere to the attendance policy as outlined in the course syllabus.

Courses offered in a distance learning format are not bound by contact hour scheduling requirements. However, the College recommends that High School Partner(s) ensure enrolled students understand the rigor of distance learning courses and allocate adequate time for completion to support their success.

## **COURSE CURRICULUM, INSTRUCTION & GRADING**

### 1) **Curriculum and Instruction**

- a) All Dual Credit courses offered under this agreement will use the same curriculum, learning outcomes, instructional materials, and assessments as those offered to students enrolled in identical courses at TSTC. Courses shall meet the standards of the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and applicable state and federal guidelines.
- b) TSTC retains full responsibility for the quality and rigor of instruction, assessment, and student learning outcomes for all Dual Credit courses, regardless of the location or modality of delivery.

### 2) **Grading Procedures**

- a) High School Partner(s) that participate in the Dual Credit Program at TSTC will comply with procedures and guidelines established by the College as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 4.06 Grading System](#). Please refer to Appendix D for full grading guidelines.
- b) **Students can track their academic progress through Canvas throughout the semester. Final grades will be accessible at the end of the semester in Workday**

## Student.

### FACULTY SELECTION, HIRING, SUPERVISION, & EVALUATION

#### **General**

TSTC has established an approval process for selecting and approving qualified faculty to teach Dual Credit courses at a High School Partner(s) facility. All faculty must meet credential requirements as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 1.11 Faculty Credentials](#). This includes submission of resumes, transcripts, and/or industry certifications to the College's appropriate Director of Alignment for evaluation prior to hiring.

#### **Employment with College is contingent upon the following:**

- 1) Proof of eligibility to work in the United States. TSTC complies with the Immigration Reform and Control Act. Documentation of eligibility must be provided within 72 hours of application
- 2) Completion of the College's pre-employment requirements ,including application, background checks and chemical screenings, to be eligible for employment.
- 3) Submission of all required hiring documents, including **official** transcripts, by the 30th day of employment. Failure to do so could result in termination of employment.
- 4) An executed MOU with the High School Partner(s) and District.
- 5) Availability of funding and satisfactory performance.
- 6) Completion of Faculty Orientation through TSTC's Human Resources Learning and Organizational Development Office within 30 days of hire. Annual training, including online faculty orientation and TSTC Essentials Training, is required for continued employment.
- 7) **Notification of Unmet Requirements:** If any pre-employment requirements are not met, TSTC will communicate only to ISD partners that our requirements were not fulfilled. This may include instances of an unsatisfactory drug screen, background check, or credential verification.
- 8) Submission of required course syllabus by the appropriate deadline in accordance with [HB 2504](#).

**In the event of an investigation of a personnel matter, including Title IX concerns, the College and the High School Partner(s) will work collaboratively and in a timely manner share any and all information necessary with TSTC's Human Resource office and the corresponding Districts' Human Resource office.**

#### **High School Partner(s) Responsibilities**

- 1) Notify the College of any Dual Credit Instructor personnel changes 90 days prior to the first day of the semester or immediately in the case of extended leave.
- 2) Notify the College within five business days if a DC Instructor resigns or is terminated, and within 48 hours if the instructor receives an official reprimand or counseling.
- 3) Allow release time from high school duties for DC Instructors to complete the required 6 hours of faculty development per year as referenced in [Statewide Operating Standard \(SOS\) HR 1.18 Faculty Professional Development](#).
- 4) Ensure students meet the minimum contact hours for each course and provide necessary

- textbooks, materials, supplies, and access to instructional resources and technology.
- 5) Work with the College to ensure High School facilities meet college-level instructional standards, laboratory safety and compliance with program requirements.
  - 6) Enroll a minimum of 10 Dual Credit students per offsite course section requested by the High School.
  - 7) Permit the College's personnel to monitor and evaluate instructional quality via site visits and other evaluation procedures.

### **TSTC Responsibilities**

- 1) Once the High School Partner(s) facility meets all necessary credentialing criteria, the College will initiate an employment application for the selected candidate.
- 2) TSTC will ensure that College faculty teaching Dual Credit courses have met acceptable national criminal background checks, which may include fingerprinting.
- 3) Review faculty credentials and submit to the College's Office of Faculty Credentialing.
- 4) Supervise, evaluate and monitor DC Instructors to ensure instructional quality, compliance with College policies and alignment with course syllabus outcomes by TSTC's respective designee in accordance with TSTC's [Statewide Operating Standard \(SOS\) ES 1.11 Faculty Credentials](#).
- 5) Provide guidance and support through Program Team Leads and Directors of Alignment.
- 6) Conduct **semester-end reviews, annual faculty evaluations**, and develop Professional Development Plans as needed.
- 7) Compensate DC Instructors with stipend pay for the semester the course is taught which will be divided and paid out monthly according to the course start and end dates. Payment may be subject to change should a DC instructor be removed from instruction for any reason (such as extended leave) during the agreed upon semester and course.

**Please note: Stipends are contingent on courses taught, not individual sections.** The 2026-2027 stipend system is as follows:

- a) **\$750** for 1–2 courses per semester
- b) **\$1,250** for 3–4 courses per semester
- 8) Maintain access to electronic learning resources, Canvas, and Workday for grade reporting and instructional monitoring.
- 9) Monitor course enrollment, rigor, and compliance with accrediting standards (SACSCOC) and state requirements.

### **Dual Credit Instructor Expectations**

Dual Credit (DC) Instructors serve as extensions of the College's faculty and are expected to uphold TSTC's academic standards, instructional integrity, and compliance requirements for all courses taught under this agreement.

- 1) DC Instructors must ensure all enrolled students appear on the official TSTC course roster by the published Census Date (11th class day). Students not listed by this date will not receive college credit for the course.
- 2) DC Instructors report to the assigned TSTC Program Team Lead for instructional guidance,

syllabus alignment, and delivery expectations.

- 3) Instructors are required to submit all required documentation, including certification of rosters, midterm grades, and final grades, through TSTC's designated systems (Canvas and Workday) by established deadlines.
- 4) All grading must adhere to TSTC's [\*Statewide Operating Standard \(SOS\) ES 4.06 Grading System\*](#), applicable course outcomes, and department-approved syllabi. DC Instructors may not modify or convert college letter grades to meet ISD numeric grading scales.
- 5) When issuing grades, DC Instructors are not permitted to alter the earned College letter grade scale, which may differ from the High School Partner(s)' numeric grade scale.
- 6) Instructors should communicate clearly with students regarding the academic rigor and time commitment of college-level coursework, including expectations for out-of-class assignments.
- 7) DC Instructors must maintain the rigor and contact hour requirements established by the College and ensure alignment with the official TSTC syllabus and learning outcomes.

## **FACILITIES & INSTRUCTIONAL OVERSIGHT**

### **Facilities**

The High School Partner(s) shall collaborate with TSTC to ensure that all facilities utilized for Dual Credit instruction meet the standards and criteria required for college-level coursework. This includes, but is not limited to, the following:

- 1) **Facility Standards:**

The High School Partner(s) shall ensure that classroom and laboratory facilities are adequate and appropriate for college-level instruction and that all safety, environmental, and equipment requirements established by TSTC are met.
- 2) **Minimum Enrollment:**

The High School Partner(s) shall enroll a minimum of **ten (10)** College Dual Credit students for each offsite course section offered at the High School Partner(s)' request.
- 3) **Instructional Resources and Technology:**

The High School Partner(s) shall provide Dual Credit Instructors and students with appropriate access to instructional resources, equipment, and technology necessary to deliver the approved curriculum.
- 4) **Textbooks and Course Materials:**

The High School Partner(s) shall ensure that all required textbooks, materials, and supplies, as designated by TSTC, are procured and made available prior to the first day of class.
- 5) **Electronic Learning Access:**

When instruction is delivered at the High School Partner(s)' facility, the High School Partner(s) shall ensure access to TSTC's electronic learning management systems and all software platforms required for course participation.
- 6) **Safety and Security:**

The High School Partner(s) shall maintain the safety and security of its facilities where Dual Credit instruction occurs. TSTC shall ensure the same standard for any courses delivered at College-owned or College-leased locations.
- 7) **Accreditation and Compliance:**

The number and scope of Dual Credit course offerings at offsite locations shall be reviewed annually by TSTC to ensure compliance with accreditation requirements established by the **Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)** and will be met in accordance with [Statewide Operating Standard \(SOS\) GA 1.23 SACSCOC Substantive Change Compliance](#).

- a) TSTC must obtain prior SACSCOC approval to offer **fifty percent (50%) or more of instruction toward any credential or program** at an offsite location. ***Timeline for SACSCOC approval can take up to one year.***
- b) Any change to an offsite location, including but not limited to name, physical address, relocation, or closure, must be reported to TSTC **no fewer than sixty (60) calendar days prior to implementation.**

**Note:** Failure to ensure compliance with the aforementioned standards, including the provision of adequate facilities, instructional resources, and accreditation requirements, may result in the suspension or discontinuation of Dual Credit course offerings and may impact TSTC's ability to enter into future partnership agreements with the High School Partner(s).

### **Monitoring of Instruction**

TSTC shall maintain oversight of all Dual Credit courses offered at High School Partner(s) locations to ensure instructional quality, rigor, and compliance with College and accreditor standards.

#### **1) Instructional Oversight and Site Visits:**

TSTC representatives, including the **Director of Alignment** and **Program Team Lead**, shall conduct coordinated site visits and routine instructional check-ins each semester. Such visits shall verify alignment with TSTC course syllabi, curriculum requirements, and applicable state and accreditation standards.

#### **2) Faculty Evaluation:**

- a) At the conclusion of each semester, TSTC shall meet with each Dual Credit Instructor to conduct an instructional review.
- b) At the conclusion of each academic year, TSTC shall complete an annual faculty evaluation in accordance with College policy.
- c) When deemed necessary by TSTC, a **Professional Development Plan (PDP)** shall be developed to address identified instructional or compliance concerns.

#### **3) Professional Development and Training:**

All Dual Credit Instructors are required to participate in mandatory annual orientation and professional development sessions facilitated by TSTC to maintain instructional alignment and compliance with College expectations.

## **FINANCE & FUNDING**

### **Tuition and Fees**

Dual Credit courses are offered at a reduced tuition rate of \$33 per credit hour under the Dual Credit tuition waiver and fee structure. The waiver applied only to students who meet Dual Credit eligibility

and enrollment requirements as outlined in this agreement.

### **FAST (Financial Aid for Swift Transfer) Program**

TSTC has opted to participate in the [FAST Program](#) for the 2026-2027 Academic Year as defined in [Texas Administrative Code, Title 19, Part 2, Chapter 102, Subchapter GG, Rule § 102.1097](#). This program provides tuition coverage for eligible Dual Credit students, allowing participation at no cost to the students for tuition and applicable fees.

To qualify for free Dual Credit tuition under Fast, students must:

- 1) Be enrolled in an eligible Dual Credit course offered through a public school district or charter schools that receives Foundation School Program (FSP) funding;
- 2) Be taking a course offered through an approved institutional agreement, as outlined in [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#), from an institution of higher education that has opted to participate in FAST; and
- 3) Have qualified for free or reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the Dual Credit course.

The College will adhere to all reporting and compliance requirements established by the Texas Higher Education Coordinating Board (THECB) to verify and maintain FAST eligibility for students. Eligible students will not have tuition invoiced to the High School Partner(s).

### **The High School Partner(s) are responsible for the following:**

- 1) Ensuring accurate reporting of student's economic status to the Texas Education Agency (TEA) for eligibility determination;
- 2) Providing the College with timely notification of eligible students, including submission of all enrolled students' Texas Student Data Systems (TSDS) identification numbers **BEFORE** the 12th day of class;
- 3) Ensuring that all other course related expenses, including, but not limited to: required textbooks, tools, uniforms, software, supplies, computer specifications, internet access, and platform access are provided to the student(s) at no cost to them.
- 4) Notifying the College when eligible students or High School Partner(s) require assistance in meeting FAST participation requirements so that the College may provide necessary support at no cost to the students; and
- 5) Informing students and parents/ guardians about the FAST Program, including eligibility criteria and available benefits, in a timely manner.

### **Invoicing**

The College will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process, in accordance with [Statewide Operating Standard \(SOS\) FA 1.09 Refund on Tuition and Fees](#), unless otherwise designated as non-refundable. Invoicing will begin only after student FAST eligibility status has been identified and verified by the College.

Students enrolled in semester credit hour courses who drop or withdraw prior to the first class day shall incur no tuition cost. Students who officially withdraw or drop courses after classes begin shall receive

a reduction in tuition and fees according to the refund schedule outlined in [Statewide Operating Standard \(SOS\) FA 1.09 Refund on Tuition and Fees](#).

The High School Partner(s) will designate a Business Accounting Office Contact to work with TSTC's Student Accounting office regarding invoices. The Business Accounting Office Contact, listed below, will receive the invoices and be responsible for remitting payment to the College.

**Business Accounting Office Contact Name:** Victoria Perez

**Email Address:** vperez@sbcisd.net

**Phone Number:** 956-361-6168

## DATA SECURITY, PRIVACY & SHARING

This section outlines the shared expectations and responsibilities of the College and the High School Partner(s) for maintaining the confidentiality, integrity, and lawful use of student information. Both Parties agree to protect all student records in compliance with federal, state, and local laws, including FERPA and applicable Texas regulations.

### **Security Safeguards**

To maintain the confidentiality and integrity of student data, both the College and the High School Partner(s) shall independently implement best practices to prevent unauthorized physical and electronic access. Both Parties agree to the following safeguards when processing, storing, or transmitting data covered under this Agreement:

- 1) **Secured Facilities and Restricted Access:** All student records shall be stored in secure facilities with access limited to authorized personnel only.
- 2) **Secure Passwords:** Access to electronic systems containing student data shall require strong, secure passwords.
- 3) **Mandatory Training:** Personnel with access to student information shall complete annual training on information security and data privacy.
- 4) **Data Protection:** All data shall be maintained in a manner that prevents interception, diversion, or unauthorized access.
- 5) **Authorized Disclosures:** Any disclosure of data to third parties, as required by law (e.g., Texas Public Information Act, audits, or Texas Education Agency/Texas Higher Education Coordinating Board regulations), shall comply fully with FERPA and applicable Texas laws regarding the protection of confidential student information.

### **Method of Access or Transfer**

Student-level survey and academic data shall be securely transferred between designated College and District officials using approved methods that maintain confidentiality (e.g., TREx or encrypted file transfer).

### **Physical Location of Data**

Data shall be housed in secure physical or electronic facilities accessible only to authorized individuals for the purposes described in this Agreement. Secure passwords will be required for electronic data access, and all systems shall be configured to prevent unauthorized retrieval of personally identifiable information.

### **Disposition of Data**

The College and the High School Partner(s) shall maintain and destroy student data in accordance with their respective records retention policies and applicable laws.

### **Data Sharing & Privacy Agreement**

To facilitate student enrollment and compliance with dual credit and FAST program requirements, the High School Partner(s) shall provide the following student information for students in grades 9–12, as applicable:

- 1) Student name (Last, First, Middle Initial)
- 2) Date of birth
- 3) Mailing address (Street, City, State, Zip)
- 4) Name of school
- 5) Grade Level
- 6) High school graduation anticipated year
- 7) **TSDS identification numbers for the purpose of identifying FAST eligibility.**
- 8) College Readiness Scores (if needed): STAAR English II, STAAR Algebra 1 with Algebra II course grade, STAAR English III, STAAR Algebra II, TSIA, TSIA ABE, TSIA 2.0, and TSIA 2.0 Diagnostic
- 9) High school transcript and/or grade 8 report card
- 10) Bacterial Meningitis shot record (if students are attending a TSTC campus for instruction)

The College will electronically request the aforementioned data and it will be provided promptly as agreed by both Parties.

The College will provide the following information to the High School Partner(s) upon a student's entry into the program:

- 1) Student TSTC One ID
- 2) Student registration status
- 3) Student course schedules/ rosters

### **Cybersecurity Training**

If the High School Partner(s) or its personnel are granted access to TSTC computer systems or databases, the District shall comply with [Texas Government Code, Chapter 10, Section 2054, Subchapter A](#), regarding cybersecurity training certified by the Texas Department of Information Resources (DIR). A Third Party Vendor form must be signed by the designated High School Partner(s) representative before access to the College's learning management system is granted.

## **FERPA**

The College and High School Partner(s) agree to maintain all student records in compliance with applicable federal, state, and local laws. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSTC designates the High School Partner(s) as a **school official** with a legitimate educational interest in the records of dual credit students, limited to functions required for the administration of the program.

Both Parties agree to maintain the confidentiality of student educational records and shall not release or disclose such records to any third party without the prior written consent of the student or as otherwise authorized under FERPA.

## **STUDENT EXPECTATIONS & SUPPORT SERVICES**

### **Student Expectations & Responsibilities**

Dual Credit students are subject to the same academic policies, rules, and standards of conduct as all TSTC students, as published in the current [TSTC Catalog and Student Handbook](#).

### **Student Rights and Conduct**

- 1) Students attending classes on a TSTC campus are treated as college students and are responsible for knowing all applicable policies.
- 2) Disruptive behavior may result in dismissal from the course and referral to the high school for additional disciplinary action.

Violations are handled under [Statewide Operating Standard \(SOS\) ES 3.23 Student Rights and Responsibilities](#).

Students will receive access to the Student Information System and Learning Management System (LMS) to view grades, transcripts, and other academic information.

### **Title IX & Equal Opportunity**

TSTC upholds non-discriminatory policies outlined under Title IX of the Education Amendments of 1972, [Statewide Operating Standard \(SOS\) HR 2.4.15 Prohibiting Sexual Misconduct and Sex-Based Discrimination](#) and [Statewide Operating Standard \(SOS\) ES 4.07 Admission of Students](#). This includes protections against sex-based discrimination, sexual harassment, pregnancy or parental status discrimination, and ensures equal access for all individuals regardless of race, color, religion, sex, nation origin, age, genetic information, disability, sexual orientation, sexual preference, veteran status, or any other basis that violates any applicable federal, state, or local law.

TSTC and the High School Partner(s) will maintain responsibility for ensuring a learning and working environment free from sex-based discrimination. Should a report involving a dual credit student arise, the Parties agree to promptly notify and coordinate with one another's Title IX Coordinator to ensure consistent response and support. Each Party will follow its respective policies and procedures for reviewing and resolving reports.

TSTC Title IX contact information can be found [here](#). Each Party is responsible for training its personnel regarding the requirements and processes under Title IX and for communicating relevant reporting procedures to students, faculty, and/or staff.

### **Student Grievances & Complaints**

Dual Credit students may file grievances or complaints following [Statewide Operating Standard \(SOS\) ES 3.24 Student Grievances and Complaints](#), as published in the [Student Catalog and Student Handbook](#). Procedures apply equally to dual credit and college students.

### **Student Support Services & Accommodations**

TSTC and the High School Partner(s) will adhere to the **Americans with Disabilities Act Amendments Act (ADAAA)** and **Section 504**. Dual Credit students shall have access to comparable support services as other college students, including disability services, tutoring, and counseling.

- 1) **College Credit Courses:** Accommodations must comply with ADAAA and Section 504, Subpart E, and follow TSTC's procedures for determining reasonable accommodations.
- 2) **High School Credit Courses:** Accommodations under ADAAA and Section 504, Subpart D, are the responsibility of the high school.

Students requesting accommodations must self-disclose with **TSTC's Access & Learning Accommodations (ALA) Office**. TSTC is responsible for timely and efficient access to student support services, while infrastructure access (buildings, internet, web platforms) is the responsibility of the facility owner or provider.

Each Party is responsible for training its personnel regarding the requirements and processes under ADA and for communicating relevant procedures to students, faculty, and/or staff.

### **Advocacy and Resource Center (ARC)**

All Dual Credit students have access to the ARC, which assists with non-academic barriers such as food, housing, transportation, and childcare. Students must contact the ARC directly to request assistance.

### **Health and Liability**

Dual Credit students, parents, or sponsoring agencies must provide health and accident insurance. The High School Partner(s), students, and their guardians agree to hold TSTC harmless for any injury, property damage, or accident occurring on campus or at off-site instructional locations.

### **Learning and Library Resources**

Dual Credit students and instructors have full access to TSTC's library and learning information resources via Library Services at <https://tstc.libguides.com>. Students' TSTC OneID login may be required to access remote resources. Students have access to self-guided and scheduled tutorials and instruction in the use of libraries and other resources at <https://tstc.libcal.com/>.

### **Transcription of Credit**

A college grade will be transcribed upon completion of the semester for all courses in which the

student is officially enrolled and graded, in accordance with the College's current grading policy.

The High School Partner(s) agree to evaluate and award corresponding high school credit based on the successful completion of the College's Dual Credit course(s) and the learning objectives achieved by the student. The transcribed grade on the high school transcript shall reflect the student's performance as recorded by the College.

Acceptance of Dual Credit coursework by another postsecondary institution is at the sole discretion of the receiving institution. It is the responsibility of the student to verify transferability of credits with the institution to which they intend to transfer.

### **Articulated Credit**

The College does not offer articulated credit as an alternative to Dual Credit to the High School Partner(s).

### **Texas Public Information Act**

Notwithstanding any provisions of this MOU to the contrary, the High School Partner(s) acknowledge that TSTC will comply with the Texas Public Information Act, Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Texas Attorney General.

TSTC will notify the High School Partner(s) upon receipt of a request for information related to this MOU. The High School Partner(s) agree to cooperate with TSTC in the production of documents responsive to such requests.

The High School Partner(s) may request that TSTC seek an opinion from the Texas Attorney General regarding a request; however, TSTC is not obligated to act on requests that are not based on a reasonable interpretation of the Texas Public Information Act. Additionally, the High School Partner(s) will notify TSTC's Office of General Counsel of any third-party requests for information originally provided by the State of Texas for use in conducting this MOU.

This MOU and all data or information generated or obtained in the performance of responsibilities under this MOU may be subject to disclosure under the Texas Public Information Act. The High School Partner(s) are required to make any information created or exchanged with the State pursuant to this MOU, and not otherwise excepted from disclosure, available in a format accessible to the public at no additional charge to the State.

The High School Partner(s) agree to maintain the confidentiality of information received from the State of Texas during the performance of this MOU, including information disclosing confidential personal information, such as Social Security numbers.

### **FORCE MAJEURE**

Neither Party to this MOU will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, pandemics, war, riots, flood, fire, sabotage, or any other circumstances

of like character (“Force Majeure Occurrence”). However, at the sole discretion of TSTC, the term may be extended in an amount necessary for TSTC to complete the purposes of this MOU, which delay(s) have been caused by the Force Majeure Occurrence, and during said extension, the High School Partner shall work diligently in accordance with this MOU to complete the purposes of this MOU.

## **ATTACHMENTS**

The following appendices are attached to and incorporated into this Memorandum of Understanding.

- 1) **Appendix A: Dual Credit Approval Form and Crosswalk**
  - a) Upon execution of this MOU, each participating High School Partner will complete **Appendix A: Dual Credit Pathway Approval Form** to identify approved course pathways, courses, locations, and instructional delivery methods for the upcoming academic year. This form serves as the official record for program implementation, suggested crosswalks and student application development.
- 2) **Appendix B: Statewide Dual Credit Goals**
- 3) **Appendix C: Advising Terminology**
  - a) As per SB 1276, terminology related to advising for dual credit and college readiness will be listed
- 4) **Appendix D: TSTC Grading Policy**

## **MEMORANDUM OF UNDERSTANDING (MOU)**

Any change to the terms of this MOU must be presented in written form and agreed upon by both TSTC and the High School Partner(s) at least thirty (30) days before any term or provision may be changed.

## **COUNTERPARTS**

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

## **EFFECTIVE DATE AND TERM**

The effective date of this MOU is active upon signature of all parties and applies to the **2026-2027 academic year**.

**SIGNATURES**

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

**High School Partner SAN BENITO CISD**

240 N. Crockett Street  
San Benito, TX 78586

By:

Date:

---

Alfredo Perez  
Superintendent  
San Benito CISD

**Texas State Technical College**

TSTC Harlingen  
1902 North Loop 499  
Harlingen, TX 78550

By:

Date:

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Dr. Gina Cano-Monreal  
TSTC Campus Provost

By:

Date:

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Kadie R. Svrcek  
Sr. Director, College Pathways & Enrichment

## Appendix A: Dual Credit Pathway Approval Form



Texas State Technical College  
Dual Credit Pathway Approval Form  
(2026-2027)

By signing below, the undersigned acknowledge that the information provided above is accurate and reflects the approved Dual Credit offerings for the 2026–2027 academic year. All offerings are subject to TSTC and THECB/TEA guidelines, instructional capacity, and enrollment minimums.

**High School Information:**

|   |                        |                   |  |
|---|------------------------|-------------------|--|
| <b>ISD Name /Texas Home School/ Other Entity:</b> | San Benito CISD        |                   |  |
| <b>High School/ Home School Name:</b>             | San Benito High School |                   |  |
| <b>High School/ Homeschool Designee:</b>          |                        | <b>CEEB Code:</b> |  |
| <b>Email Address:</b>                             |                        |                   |  |

**Program Name:**

| Courses | Contact Hours<br>Lec/ Lab | Suggested Crosswalk | <i>Instructional<br/>Format<br/>On-campus, Off-site or Online</i> |
|---------|---------------------------|---------------------|---|
|         |                           |                     |   |
|         |                           |                     |   |
|         |                           |                     |   |
|         |                           |                     |   |

Signatures of Approval:

|   |                 |              |  |      |
|---|-----------------|--------------|--|------|
| <b>High School/ Homeschool Designee:</b>                  |                 | Signature    |  | Date |
| <b>Student Learning Designee(s)</b>                       |                 | Signature(s) |  | Date |
| <b>Senior Director, College Pathways &amp; Enrichment</b> | Kadie R. Svrcek | Signature    |  | Date |

### Appendix B: Statewide Dual Credit Goals

**Goal 1:** Independent school districts (ISDs) and institutions of higher education (IHEs) 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 secondary school partners will be readily available and posted.

**Examples of Documentation:**

- Collaboration between ISDs and IHE partners to host informational sessions for students and parents on dual credit opportunities, benefits, and costs.
- ISD and IHE dual credit webpages reflect the most current dual credit program information, including enrollment and fee policies.
- Collaboration between ISDs and IHE partners on a marketing campaign.

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

**Metric:** Analysis of enrollment and persistence in postsecondary education, disaggregated by student sub-population.

**Examples of Items Included in Analysis:**

- Student enrollment in postsecondary education after high school.
- Time to degree completion.

- Semester credit hours required to complete a degree.

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

**Metric:** Analysis of enrollment and degree completion, disaggregated by student sub-population.

**Examples of Items Included in Analysis:**

- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Decrease in excess semester hours beyond those required for degree completion.

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

**Metric:** Analysis of student performance in subsequent coursework.

### **Appendix C: Advising Terminology**

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

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

**Degree Plan** - A statement of the course of study requirements that an undergraduate student at an institution of higher education must complete in order to be awarded a for-credit credential from the institution.

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

**Dual Credit** - High school students taking college level courses for both high school and college credit.

**Dual Credit Pathway** - A coherent sequence of courses within the lowest level credential, for a singular program, offered by the institution.

**Drop** - The formal process of early removal of a course from a student's schedule after they have been registered but before the course has begun. All course drops must be handled through TSTC's Dual Credit Office.

**Withdraw** - The formal process of later removal of a course from a student's schedule after they have been registered but before the course has been completed; after the drop deadline but before the

withdrawal deadline. A “W” will appear on the student's transcript. All course withdrawals must be handled through TSTC’s Dual Credit Office.

**Family Educational Rights and Privacy Act (FERPA)** - A federal law that protects the privacy of student records at a public higher education institution.

**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.

**Workforce Education Course Manual (WECM)** - A THECB guide listing all approved Texas college CTE courses, their learning objectives, instructional methods, and industry-aligned skills. Dual credit courses following WECM prepare students for high-demand, high-wage careers.

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

### Appendix D: TSTC’s Grading Policy

It is the policy of Texas State Technical College (TSTC) to measure student achievement of skills, knowledge, and competencies using a standard system of grading. This system provides a clear and consistent method to report student performance for each course attempted or credited. The grading standards ensure transparency for students, parents, and partner schools regarding academic expectations, credit earned, and progress toward program completion. The full grading policy can be found in [TSTC’s Catalog and Student Handbook](#).

#### Traditional Grading

TSTC measures student achievement through the following grades:

| Grade | Interpretation   | Grade Points |
|-------|--|--------------|
| A     | Excellent/Superior Performance                                       | 4            |
| B     | Above Required Performance   | 3            |
| C     | Minimum Required Performance   | 2            |
| D     | Below Required Performance   | 1            |
| F     | Failure to Meet Requirements   | 0            |
| P     | Pass (developmental or technical WECM courses; up to 6 credit hours) | NC           |

|     |  |    |
|-----|--|----|
| IP  | In Progress (course not completed; converts to F if not completed within 1 year)                                     | NC |
| IM  | Incomplete-Military Leave (student called to active military service; converts to W if not completed within 2 years) | NC |
| W   | Withdrawal   | NC |
| CR  | Credit (transfer, articulation, or other validated credit)   | NC |
| AUD | Audit of Course  | NC |
| S   | Satisfactory (Continuing Education courses)  | NC |
| UN  | Unsatisfactory (Continuing Education courses)  | NC |
| NP  | No Pass (used in critical extenuating circumstances; counts as hours attempted but not GPA)                          | NC |

**Note:** NC = Not Calculated

### Performance-Based Education (PBE) Grading

| Grade | Interpretation   | Grade Points |
|-------|--|--------------|
| A     | Excellent/Superior Performance                         | 4            |
| B     | Above Required Performance                             | 3            |
| F     | Failure to Meet Requirements                           | 0            |
| IM    | Incomplete-Military Leave                              | NC           |
| W     | Withdrawal   | NC           |
| CR    | Credit   | NC           |
| AUD   | Audit of Course  | NC           |
| S     | Satisfactory   | NC           |
| U     | Unsatisfactory   | NC           |
| NE    | No Credit Earned (non-punitive, not calculated in GPA) | NC           |
| NA    | Not Applicable (used for midterm PBE courses)          | NC           |

### Grade Notification & Changes

- Students can monitor grades via the Student Information System (SIS) portal.

- Grade change requests must be submitted within 12 months of issuance.
- Grades may be changed for errors, completion of an IP grade, or other verified administrative reasons.
- A grade cannot be changed to a “W” unless it accompanies an approved administrative withdrawal.

### **Grade Point Average (GPA)**

- **Term GPA:** Calculated for all TSTC college-level courses with grades A–F in a term (developmental courses excluded).
- **Cumulative GPA:** Calculated for all TSTC college-level courses since enrollment (developmental courses excluded).
- **Standards of Progress GPA:** Includes all TSTC college-level and developmental courses; used to determine scholastic standing, honors, and financial aid eligibility.

**Calculation Example:** Grade points × credit hours ÷ total hours attempted = GPA

### **Scholastic Standing**

- **Good Standing:** Cumulative and term GPA ≥ 2.00
- **Scholastic Probation:** GPA < 2.00; student may continue enrollment with academic support
- **Scholastic Suspension:** GPA < 2.00 after probation; minimum one-term suspension



**Request Approval of the Clinical Affiliation Agreements between San Benito CISD and the City of Port Isabel EMS, City of Los Fresnos EMS, City of South Padre Island EMS/FD, and City of Brownsville EMS/FD for the 2026-2030 School Years**

**Superintendent's Recommendation:**

The Superintendent recommends to the Board of Trustees to approve to the Clinical Affiliation Agreements between San Benito CISD and the City of Port Isabel EMS, City of Los Fresnos EMS, City of South Pares Island EMS/FD, and the City of Brownsville EMS/FD, to be effective September 01, 2026 – August 31, 2030.

**Rationale:**

These affiliation agreements serve students enrolled in the Emergency Medical Services Program, as part of the Practicum of Health Science II high school course. Senior level students are enrolled in this program.

**Paperwork Impact:**

Minimal

**Budget:**

**Resource Personnel:**

Manuela Lopez, Principal, San Benito High School  
Alan Larralde, Director of Career and Technical Education  
Dilia Cornett, Assistant Superintendent of Academics  
Alfredo Perez, Superintendent of Schools

**Board Policy Reference and Compliance:**

N/A

Clinical Education  
Affiliation Agreement

WHEREAS, the San Benito Consolidated Independent School District, ("School") and the City of Port Isabel EMS ("Facility") (collectively "the Parties") intend to enter into an agreement to support student education and training that shall begin on September 1, 2026 and end on August 31, 2030; and WHEREAS, Facility operates facilities located at 202 Musina Rd, Port Isabel, TX, 78578; and WHEREAS, School and Facility desire to implement the provision of such Affiliation Agreement by providing Institute students ("Students") enrolled in the Emergency Medical Sciences Program with the opportunity to gain educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW, THEREFORE, subject to the terms, conditions, and provision of such Affiliation Agreement, the Parties agree as follows:

1. Program. A representative from Facility ("Facility Liaison") and SBCISD ("Institute Representative") will be appointed to oversee and design an educational experience program ("Program") for Students enrolled in the above referenced EMS Program and shall ensure that:

a. The duration of the Program will be consistent with the curriculum requirements of School and with the standards of the accrediting entity for the Program of the School in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and School Representative and, when appropriate, will be revised to meet the school curriculum requirements and the standards of the accrediting entity.

c. The Program will be an integral part of the services provided by Facility. Students will be under the direct supervision of School Instructors and/or Facility personnel who are licensed or otherwise qualified to perform such services.

d. All Notices that are provided by Facility to School pursuant to this Agreement Party shall be mailed or faxed to the School Representative designated by the School for the Program. All Notices that are provided by School to Facility pursuant to this Agreement shall be mailed or faxed to the Facility Liaison designated by the Facility for the Program.

2. School Obligations.

a. Assure that all the students selected for participants in the Clinical Program have satisfactorily completed all portions of the school curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of School students participating in the Clinical Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and School Instructors who are responsible for the supervising of the students.

c. Assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

- d. Inform all Students and School Instructors who will be onsite at the Facility as part of the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e. Provide information requested by Facility related to Students necessary for Program purposes unless prohibited by federal or state law.
- f. Remove a Student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has engaged in conduct that disrupts the activities carried on the Facility; or threatens the safety of Facility personnel or patients.

### 3. Facility Obligations

- a. Assign appropriate space, if School Instructors will be assigned to maintain an on-site presence at Facility, on Facility premises for offices, lectures, and other non-experience related activities of the Program to be conducted at the Facility site.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience-related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform School students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity of School in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g. Cooperate fully with School in matters related to academic performance and student conduct related to the Program experience.

### 4. General Provisions

- a. School Students and School Instructors will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties, with respect to the subject matter and no prior or contemporaneous agreement, written or

oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. School and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin on September 1, 2026, and end on August 31, 2030. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and School Representative. Either party may terminate this Program Agreement effectively with the end of a Program by giving one hundred eighty (180) days written notice to the other party; otherwise, this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

#### 5. Insurance

a. STUDENTS: School shall obtain and maintain in force, for each Student throughout the duration of the participation of the Student in the Program, professional liability insurance with a minimum coverage of \$1,000,000 per individual occurrence and \$3,000,000 in the aggregate covering School which shall name as the insured each Student. Such insurance shall be with an insurance company reasonably acceptable to the Facility in accordance with the provisions and requirements of any applicable laws of the State of Texas. The School shall provide the Facility as of the date hereof and at least annually thereafter an acceptable certificate of insurance for the benefit of the Facility evidencing such coverage which shall include an endorsement if available from School's carrier which shall provide that such insurance not be modified, non-renewed or canceled except upon thirty (30) days prior written notice to the Facility.

b. SCHOOL FACULTY/INSTRUCTORS: School will provide defense and indemnification to its Faculty/Instructors assigned to Facility under this Agreement, for damages, attorney's fees, and court costs adjudged against them when the damages are based on an act of omission in the course and scope of the Faculty's/Instructor's employment by School.

#### 6. HIPAA. The parties agree that:

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

b. to the extent that Students are participating in the Program and School Instructors are providing supervision at the Facility as part of the Program all such Students and Instructors shall:

1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;

2) receive training by the Facility on, and be subject to compliance with, all of Facility'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 School which a Student has accessed through Program participation of a School Instructor has accessed through the provision of supervision to a Student at the Facility that has not first been de-identified as provided in 45 CFR 164.514(a);

c. School shall never access or seek to access any Protected Health Information held or collected by or on behalf of the Facility from a Student or Instructor who is acting as a part of the Facility's workforce as set forth in subsection (b) (I) of this section or any other source, that has not first been de-identified as provided in 45 CFR 164.514(a); and

d. no services are being provided to the Facility by the School pursuant to this agreement and therefore this Agreement does not create a "Business Associate" relationship between Facility and School as that term is defined in 45 CFR 160.103.

7. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the School hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality records in accordance with the provisions of FERPA.

FACILITY BY

SCHOOL BY

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Alfredo Perez

TITLE: \_\_\_\_\_

TITLE: SBCISD Superintendent of School

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Clinical Education  
Affiliation Agreement

WHEREAS, the San Benito Consolidated Independent School District, ("School") and the Los Fresnos EMS ("Facility") (collectively "the Parties") intend to enter into an agreement to support student education and training that shall begin on September 1, 2026 and end on August 31, 2030; and WHEREAS, Facility operates facilities located at 100 Rodeo Dr., Los Fresnos, TX, 78566; and WHEREAS, School and Facility desire to implement the provision of such Affiliation Agreement by providing Institute students ("Students") enrolled in the Emergency Medical Sciences Program with the opportunity to gain educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW, THEREFORE, subject to the terms, conditions, and provision of such Affiliation Agreement, the Parties agree as follows:

1. Program. A representative from Facility ("Facility Liaison") and SBCISD ("Institute Representative") will be appointed to oversee and design an educational experience program ("Program") for Students enrolled in the above referenced EMS Program and shall ensure that:

a. The duration of the Program will be consistent with the curriculum requirements of School and with the standards of the accrediting entity for the Program of the School in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and School Representative and, when appropriate, will be revised to meet the school curriculum requirements and the standards of the accrediting entity.

c. The Program will be an integral part of the services provided by Facility. Students will be under the direct supervision of School Instructors and/or Facility personnel who are licensed or otherwise qualified to perform such services.

d. All Notices that are provided by Facility to School pursuant to this Agreement Party shall be mailed or faxed to the School Representative designated by the School for the Program. All Notices that are provided by School to Facility pursuant to this Agreement shall be mailed or faxed to the Facility Liaison designated by the Facility for the Program.

2. School Obligations.

a. Assure that all the students selected for participants in the Clinical Program have satisfactorily completed all portions of the school curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of School students participating in the Clinical Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and School Instructors who are responsible for the supervising of the students.

c. Assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

- d. Inform all Students and School Instructors who will be onsite at the Facility as part of the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e. Provide information requested by Facility related to Students necessary for Program purposes unless prohibited by federal or state law.
- f. Remove a Student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has engaged in conduct that disrupts the activities carried on the Facility; or threatens the safety of Facility personnel or patients.

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- a. Assign appropriate space, if School Instructors will be assigned to maintain an on-site presence at Facility, on Facility premises for offices, lectures, and other non-experience related activities of the Program to be conducted at the Facility site.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience-related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform School students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity of School in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g. Cooperate fully with School in matters related to academic performance and student conduct related to the Program experience.

### 4. General Provisions

- a. School Students and School Instructors will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties, with respect to the subject matter and no prior or contemporaneous agreement, written or

oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. School and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin on September 1, 2026, and end on August 31, 2030. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and School Representative. Either party may terminate this Program Agreement effectively with the end of a Program by giving one hundred eighty (180) days written notice to the other party; otherwise, this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

#### 5. Insurance

a. STUDENTS: School shall obtain and maintain in force, for each Student throughout the duration of the participation of the Student in the Program, professional liability insurance with a minimum coverage of \$1,000,000 per individual occurrence and \$3,000,000 in the aggregate covering School which shall name as the insured each Student. Such insurance shall be with an insurance company reasonably acceptable to the Facility in accordance with the provisions and requirements of any applicable laws of the State of Texas. The School shall provide the Facility as of the date hereof and at least annually thereafter an acceptable certificate of insurance for the benefit of the Facility evidencing such coverage which shall include an endorsement if available from School's carrier which shall provide that such insurance not be modified, non-renewed or canceled except upon thirty (30) days prior written notice to the Facility.

b. SCHOOL FACULTY/INSTRUCTORS: School will provide defense and indemnification to its Faculty/Instructors assigned to Facility under this Agreement, for damages, attorney's fees, and court costs adjudged against them when the damages are based on an act of omission in the course and scope of the Faculty's/Instructor's employment by School.

#### 6. HIPAA. The parties agree that:

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

b. to the extent that Students are participating in the Program and School Instructors are providing supervision at the Facility as part of the Program all such Students and Instructors shall:

1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;

2) receive training by the Facility on, and be subject to compliance with, all of Facility'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 School which a Student has accessed through Program participation of a School Instructor has accessed through the provision of supervision to a Student at the Facility that has not first been de-identified as provided in 45 CFR 164.514(a);

c. School shall never access or seek to access any Protected Health Information held or collected by or on behalf of the Facility from a Student or Instructor who is acting as a part of the Facility's workforce as set forth in subsection (b) (l) of this section or any other source, that has not first been de-identified as provided in 45 CFR 164.514(a); and

d. no services are being provided to the Facility by the School pursuant to this agreement and therefore this Agreement does not create a "Business Associate" relationship between Facility and School as that term is defined in 45 CFR 160.103.

7. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the School hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality records in accordance with the provisions of FERPA.

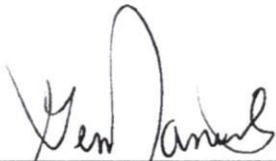
FACILITY BY

SIGNATURE:

NAME:

TITLE:

DATE:



Gene Daniels

EMS Director

12/16/25

SCHOOL BY

SIGNATURE:

NAME: Alfredo Perez

TITLE: SBCISD Superintendent of School

DATE:

**Clinical Education  
Affiliation Agreement**

WHEREAS, the San Benito Consolidated Independent School District, ("School") and the City of South Padre Island EMS/FD ("Facility") (collectively "the Parties") intend to enter into an agreement to support student education and training that shall begin on September 1, 2026 and end on August 31, 2030; and WHEREAS, Facility operates facilities located at 4601 Padre Blvd., South Padre Island, TX, 78597; and WHEREAS, School and Facility desire to implement the provision of such Affiliation Agreement by providing Institute students ("Students") enrolled in the Emergency Medical Sciences Program with the opportunity to gain educational experience utilizing the personnel, equipment, and facilities of Facility.

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2. School Obligations.

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c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

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b. SCHOOL FACULTY/INSTRUCTORS: School will provide defense and indemnification to its Faculty/Instructors assigned to Facility under this Agreement, for damages, attorney's fees, and court costs adjudged against them when the damages are based on an act of omission in the course and scope of the Faculty's/Instructor's employment by School.

#### 6. HIPAA. The parties agree that:

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

b. to the extent that Students are participating in the Program and School Instructors are providing supervision at the Facility as part of the Program all such Students and Instructors shall:

1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;

2) receive training by the Facility on, and be subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

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c. School shall never access or seek to access any Protected Health Information held or collected by or on behalf of the Facility from a Student or Instructor who is acting as a part of the Facility's workforce as set forth in subsection (b) (1) of this section or any other source, that has not first been de-identified as provided in 45 CFR 164.514(a); and

d. no services are being provided to the Facility by the School pursuant to this agreement and therefore this Agreement does not create a "Business Associate" relationship between Facility and School as that term is defined in 45 CFR 160.103.

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FACILITY BY

SCHOOL BY

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Alfredo Perez

TITLE: \_\_\_\_\_

TITLE: SBCISD Superintendent of School

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Clinical Education  
Affiliation Agreement

WHEREAS, the San Benito Consolidated Independent School District, ("School") and the Brownsville EMS/FD ("Facility") (collectively "the Parties") intend to enter into an agreement to support student education and training that shall begin on September 1, 2026 and end on August 31, 2030; and WHEREAS, Facility operates facilities located at 1150 E. Adams 2<sup>nd</sup> floor., Brownsville, TX, 78520; and WHEREAS, School and Facility desire to implement the provision of such Affiliation Agreement by providing Institute students ("Students") enrolled in the Emergency Medical Sciences Program with the opportunity to gain educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW, THEREFORE, subject to the terms, conditions, and provision of such Affiliation Agreement, the Parties agree as follows:

1. Program. A representative from Facility ("Facility Liaison") and SBCISD ("Institute Representative") will be appointed to oversee and design an educational experience program ("Program") for Students enrolled in the above referenced EMS Program and shall ensure that:

- a. The duration of the Program will be consistent with the curriculum requirements of School and with the standards of the accrediting entity for the Program of the School in which the students are enrolled.
- b. The Program will be reviewed periodically by the Facility Liaison and School Representative and, when appropriate, will be revised to meet the school curriculum requirements and the standards of the accrediting entity.
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a. School Students and School Instructors will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties, with respect to the subject matter and no prior or contemporaneous agreement, written or

oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. School and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin on September 1, 2026, and end on August 31, 2030. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and School Representative. Either party may terminate this Program Agreement effectively with the end of a Program by giving one hundred eighty (180) days written notice to the other party; otherwise, this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

#### 5. Insurance

a. STUDENTS: School shall obtain and maintain in force, for each Student throughout the duration of the participation of the Student in the Program, professional liability insurance with a minimum coverage of \$1,000,000 per individual occurrence and \$3,000,000 in the aggregate covering School which shall name as the insured each Student. Such insurance shall be with an insurance company reasonably acceptable to the Facility in accordance with the provisions and requirements of any applicable laws of the State of Texas. The School shall provide the Facility as of the date hereof and at least annually thereafter an acceptable certificate of insurance for the benefit of the Facility evidencing such coverage which shall include an endorsement if available from School's carrier which shall provide that such insurance not be modified, non-renewed or canceled except upon thirty (30) days prior written notice to the Facility.

b. SCHOOL FACULTY/INSTRUCTORS: School will provide defense and indemnification to its Faculty/Instructors assigned to Facility under this Agreement, for damages, attorney's fees, and court costs adjudged against them when the damages are based on an act of omission in the course and scope of the Faculty's/Instructor's employment by School.

#### 6. HIPAA. The parties agree that:

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

b. to the extent that Students are participating in the Program and School Instructors are providing supervision at the Facility as part of the Program all such Students and Instructors shall:

1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;

2) receive training by the Facility on, and be subject to compliance with, all of Facility'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 School which a Student has accessed through Program participation of a School Instructor has accessed through the provision of supervision to a Student at the Facility that has not first been de-identified as provided in 45 CFR 164.514(a);

c. School shall never access or seek to access any Protected Health Information held or collected by or on behalf of the Facility from a Student or Instructor who is acting as a part of the Facility's workforce as set forth in subsection (b) (l) of this section or any other source, that has not first been de-identified as provided in 45 CFR 164.514(a); and

d. no services are being provided to the Facility by the School pursuant to this agreement and therefore this Agreement does not create a "Business Associate" relationship between Facility and School as that term is defined in 45 CFR 160.103.

7. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the School hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality records in accordance with the provisions of FERPA.

FACILITY BY

SCHOOL BY

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Alfredo Perez

TITLE: \_\_\_\_\_

TITLE: SBCISD Superintendent of School

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_