



**2022-2024
EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**

BETWEEN

**BROOKS COLLEGIATE ACADEMY EARLY COLLEGE HIGH SCHOOL
IN PARTNERSHIP WITH
SAN ANTONIO COLLEGE - ALAMO COLLEGES
BROOKS ACADEMIES OF TEXAS**

AND

**SAN ANTONIO COLLEGE
ALAMO COLLEGES DISTRICT**

SAN ANTONIO COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the BROOKS ACADEMIES OF TEXAS (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the “ECHS”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District ECHS as of the 2022-2024 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

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

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort appropriate for the school’s capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 4802 Vance Jackson Road, San Antonio, Texas 78230

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the “ECHS Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their

future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

1. TERM

The Initial Term of this MOU shall be August 1, 2022– July 31, 2024. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

2. APPLICABLE LAW

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

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

3. REPORTING

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

- (1) academic credit at the receiving institution; or

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

The report must indicate:

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

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

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

4. DISABILITY SUPPORT SERVICES

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

5. GOVERNANCE

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

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

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

6. MARKETING AND CO-BRANDING

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

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

7. COMMUNICATIONS

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

8. PARENT INVOLVEMENT AND OUTREACH

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

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

9. BUILDING A COLLEGE CULTURE

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

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

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

10. RECRUITMENT

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

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

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

11. CURRICULUM

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

- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Discipline Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.
- f. Texas Education Code § 51.96852 requires each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
 - (1) Identify all required lower-division courses for the applicable certificate or degree program;
 - (2) Include for each course, if applicable:
 - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
 - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
 - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
 - (A) For a 60-hour degree or certificate program, two years; or
 - (B) For a 120-hour degree program, four years; and
 - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students. (Please see the SACS-COC Dual Enrollment Policy Statement at <http://www.sacscoc.org/pdf/081705/Dual%20Enrollment.pdf>)
- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the

respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

- i. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher makes changes to the current Instructional Materials. For course sections taught at the ECHS, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, as approved by the respective College Discipline Chair, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 13 - Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- j. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 13 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.
- k. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
- l. ECHS Students may be enrolled in online college courses based on the availability. Conversations with College High School Programs Staff should occur prior to placement.
- m. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- n. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the

quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

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

12. ADVISING

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

- a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.

- b. Texas Education Code §§ 51.9685(b) & (c) require that a student shall file a degree plan with the college not later than:
 - 1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
 - 2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- c. Texas Education Code §130.0104(c) requires further states that a student enrolled in a multidisciplinary study associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.
- d. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- e. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- f. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- g. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

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

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

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

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

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

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

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

- a. For course sections taught at the ECHS:
 - i. As part of the Course Agreements, the College specifies the Course Materials for the course, including any Instructional Materials, if applicable.
 - ii. Instructional Materials are applied every semester on courses for which Instructional Materials are specified.
 - iii. The Instructional Materials specification will be maintained until the course SLOs change, or the content for the course changes with a minimum time frame of three academic years, unless otherwise noted in the Course Agreements.
 - iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
 - v. The College's Academic Departments operate on a textbook adoption cycle, which should be considered at the time a course is requested.

- b. For course sections taught only to ECHS students on College campus or online:
 - i. The College includes any Instructional Materials charge as part of the Course Agreements.
 - ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

- c. For ECHS enrollments in regular college sections on College campus or online:

- i. The College will follow the Guidelines for Selection of Course Materials for all courses. College will notify ECHS of the Course Material requirements, including any Instructional Materials, for each College course considered for ECHS enrollments. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement of School District to pay for required Instructional Materials.
- ii. Instructional Materials charges, including ALAMOBooks+ for so long as in effect at the College, will apply for all courses where the composition of the class is both regular college students and ECHS students. Students will need to verify all materials within the Alamo Colleges District system to ensure their receipt of appropriate Course Materials for the course.

14. FACULTY

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.
- b. The Alamo Colleges District maintains policies and procedures, particularly sections E, F and H. Alamo Colleges District policies are accessible at:
<https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal or ECHS Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.
- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty from the respective discipline to teach at the ECHS or assist in identifying a credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate

solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at dst-HREEO@alamo.edu.
- g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). ECHS faculty must upload course syllabi onto College Syllabus Platform, the College's official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
- i. Instructors' Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Discipline Chair by the final grades deadline.
- k. To adhere to the requirements outlined in Texas Education Code §51.974, the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

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

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and

facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

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

17. ECHS CALENDAR

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

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

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

18. ACADEMIC POLICIES

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic

progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.

- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

19. STUDENT SAFETY

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

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

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

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

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

20. STUDENT ATTENDANCE POLICIES

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

21. STUDENT CONDUCT

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event and relevant facts. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

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

22. STUDENT SUPPORT SERVICES

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School

District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

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

24. STUDENT DATA SHARING

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

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

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

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU.

Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

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

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

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

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

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and

violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>

28. PROGRAM EVALUATION

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

29. FISCAL MATTERS

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

- i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
- ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in February for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by first week in for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- i. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

30. EQUAL EMPLOYMENT OPPORUNITY

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

31. TERMINATION OF THE MOU

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

and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

32. TRANSPORTATION

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

33. STUDENT DIRECTORY INFORMATION

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

34. FOOD SERVICES

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

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

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

37. COUNTERPARTS

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

38. SEVERABILITY

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

39. NOTICE

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

School District:

Brooks Academies of Texas
ATTN: Superintendent of Schools
4802 Vance Jackson Road
San Antonio, TX 78230
Lisa.schutz@brooksacademy.org

College:

SAN ANTONIO College
ATTN: College President
1819 N. Main Ave.
San Antonio, Texas 78212
vm60959@alamo.edu

Alamo Colleges District:

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

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

40. NON-APPROPRIATION

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

41. NO-THIRD PARTY BENEFICIARY

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

42. HEADINGS

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

43. RELATIONSHIP

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

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

APPROVED
AS TO FORM ONLY
Ross Laughead
GENERAL COUNSEL ALAMO COLLEGES

APPROVED
By Ross Laughead at 9:25 am, May 25, 2022

By: *Francisco Solis* Aug 8, 2022
Francisco Solis (Aug 8, 2022 15:21 CDT)
Dr. Francisco Solis, Interim President
San Antonio College Date

By: *George Railey* Aug 8, 2022
George Railey (Aug 8, 2022 17:06 CDT)
Dr. George Railey
Vice Chancellor of Academic Success Date

BROOKS ACADEMIES OF TEXAS

By: *Lisa Schutz* Aug 8, 2022
Lisa Schutz (Aug 8, 2022 09:41 CDT)
Ms. Lisa Freeman Schutz, Superintendent Date

Attachments:

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

EXHIBIT A

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

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

Partnerships

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

Student Success

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

Collective Impact

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

Policy Advocacy

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

2022-2024 BROOKS COLLEGIATE-SAC-ECHS -MOU APPR 05252022

Final Audit Report

2022-08-08

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 Agreement completed.

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