

**2025-2026 Memorandum of Understanding  
Between Southwest Texas College and the \_\_\_\_\_ Independent School District  
for an Early College High School**

This Memorandum of Understanding {hereinafter referred to as Agreement} is made and entered into by and between Southwest Texas College (hereinafter SWTX) and the \_\_\_\_\_ Independent School District, (hereinafter the ISD, ISD, District or School District) pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. This Agreement is aligned with the Statewide Goals for Dual Credit Programs that were collaboratively developed by the Texas Higher Education Coordinating Board and the Texas Education Agency (House Bill 1638: 85th Legislature, Regular Session). The Statewide Goals for Dual Credit Programs are provided in Appendix A and cited throughout this Agreement where applicable.

Whereas the parties to this Agreement desire to implement an Early College High School (hereinafter ECHS or the ECHS) for the 2025-2026 academic year, serving grades 9-12;

Whereas services under this Agreement is a campus-wide program that is targeted towards low- income, first generation college goers, students who are highly motivated but have not received the academic preparation necessary to meet higher educational standards, students who are English learners, students for whom a smooth transition into postsecondary education is now problematic, including low- income students, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

Whereas under this Agreement, the ECHS is a school with an approximate enrollment of \_\_\_\_\_ students who earn both a high school diploma, and up to 60 hours of college credit; the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing dual credit classes with sufficient time for the students to complete a 60-hour course articulation; and

Whereas the Early College High School will prepare high school students for successful career and academic futures through a full integration of high school, college, the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates.

Now, therefore the parties to this Agreement mutually agree to the following:

- 1. Guiding Principles:** The Early College High School and SWTX will function on the following principles:
  - a.** A mutually beneficial arrangement between SWTX and the ISD that allows a flexible and creative response to the organizational, fiscal and mission needs of all institutions.
  - b.** Collaboration in planning, implementation, and continuous improvement of the Early College High School program including the provision for faculty, staff, and administration; curriculum development; training; and student services.
  - c.** Provision of rigorous college readiness, dual credit, and early college credit courses.
  - d.** Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private foundation sources to operate the program successfully.

- e. Vertical alignment of curriculum and focus that promotes a college-going culture by all parties, teachers, college faculty, counselors, and academic advisors.

**2. Scope of Agreement and Limitations of Authority:**

All parties agree as follows;

**A. Governance**

**1. The ECHS will:**

- a. Be governed by the ISD and subject to the ISD, SWTX, State and Federal policies;
- b. Have the autonomy to operate as a “college for all” or “school within a school,” as appropriate, within the rules and guidelines established by the Texas Education Agency (TEA), the Texas Education Code, and the Texas Administrative Code;
- c. Operate within the hours to be established by the parties.

**2. The ECHS Principal (Director)**

- a. Within the rules and guidelines established by TEA, the ISD and SWTX will have the authority to implement:
  - 1. governance
  - 2. staffing (non-faculty)
  - 3. budget
  - 4. student assessment, curriculum and scheduling
  - 5. professional development;
  - 6. requests for access to SWTX student data for the ISD’s college students.
  - 7. parent and community involvement consistent with the mission and needs of the school.
- b. Will report to the ISD Superintendent or designee through the established ISD governance structure.
- c. Will report to the Office of the SWTX Vice President of Academic Affairs or designee on academic issues concerning the ISD and SWTX.
- d. Will annually evaluate and report findings of the ECHS to the SWTX President or designee.
- e. Is the primary contact for the ECHS with the community and SWTX.

- f. Will be an employee of the ISD. The ISD will be responsible for payment of salary and benefits.

**3. The Early College High School Steering Committee (Statewide Goal 1)**

- a. Will serve as an advisory committee to the ISD Superintendent and the SWTX President in establishing policies and developing a coherent program across institutions.
- b. Will consist of members including, but not be limited to, representatives of the ISD, SWTX, parents, and community members. The specific membership of the ECHS Steering Committee will be determined by the Superintendent of the ISD and the President of SWTX.
- c. Will be co-chaired by the ISD and SWTX. Chairs for the Steering Committee will be selected by the Superintendent of the ISD and the President of SWTX.
- d. Will meet quarterly each academic year.
- e. Will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the ISD and SWTX Boards of Trustees.

**B. Awarding Credit for Courses**

- 1. SWTX will award credit for college courses which have been approved by the ISD Administration as fulfilling TEKS and other requirements for High School credit and have been approved by SWTX Administration and Faculty for credit applying to an SWTX certificate or degree. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.
- 2. The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTX courses and High School courses is provided in Appendix B. The values provided in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

**C. Duties of SWTX (Statewide Goals 3 & 4)**

SWTX will:

- 1. Ensure that SWTX course requirements are followed, enabling a participating student to receive a high school diploma and either an Associate's degree or 60 semester hours toward a baccalaureate degree during grades 9-12;
- 2. Apply the standards of expectation and assessment uniformly in all courses offered by SWTX for the ECHS;

3. Coordinate with the ECHS counselor to ensure that all SWTX Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the midterm of their freshman year;
4. Designate personnel to monitor the rigor and quality of instruction in order to assure compliance with the standards established by the State, the Southern Association of Colleges and Schools Commission on Colleges, SWTX, and the ISD;
5. Provide professional development for all ISD personnel serving as classroom Monitors for Video Conferencing or Internet courses.
6. Participate in support of the ECHS Director as appropriate and provide feedback to the supervisor of the Director; provide articulation support for transition of ECHS graduates to a four-year college;
7. Provide dual enrolled students access to the instructional and digital resources available on the campus of SWTX, for example:
  - Support Services
  - Library
  - Tutoring
8. Provide security for ECHS students, just as provided for any other SWTX student, when they attend courses on a SWTX campus;
9. Select, supervise, and evaluate instructors of all college-level curricula offered for college credit through ECHS. Classroom Monitors assigned for Video Conferencing or Internet courses will also be supervised and evaluated by SWTX personnel.
10. To provide further alignment of the SWTX/ISD Dual Credit Program Goals with Statewide Goals 1-4:
  - a. The SWTX Office of Strategic Innovation & Research will provide disaggregated data to College and ISD officials on the enrollment and persistence of ECHS students.
  - b. SWTX will continue to provide ECHS students, in collaboration with ISD staff, academic and career advising and student success services.
  - c. The SWTX Office of Strategic Innovation & Research will provide data on student success in courses and SWTX programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTX courses taken for dual credit.

**D. Duties of the ISD (Statewide Goal 1)**

The ISD will:

1. Provide to the SWTX Dual Credit Department all course requests according to the following schedule of deadlines:

Fall term – 2<sup>nd</sup> Friday in May, noon

Spring term – 2<sup>nd</sup> Friday in November, noon

Summer terms – 2<sup>nd</sup> Friday in May, noon

Requests received from the ISD by SWTX for courses or course changes after these deadlines will be processed on a case-by-case basis. The official student enrollment count will be taken on the course sections' census date.

1. Be the fiscal agent and manage any ISD funding for the ECHS. The Early College High School shall generate ADA funds for the ISD from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
2. Consult with SWTX faculty on course goals and outcomes for the ECHS;
3. Pay the salaries of the ISD teachers who teach ECHS students; ISD staff will report working hours for ISD employees to the Teacher Retirement System.
4. Provide transportation to and from the student's high school to the SWTX campus; as mutually agreed;
5. Provide all technology needs for the ECHS students;
6. Ensure that all the ISD high school courses are in the students' Individual Graduation Plans by the end of the midterm of their Freshman year;
7. Immediately inform the SWTX Vice President of Academic Affairs Office of any ECHS student's placement into "Homebound" status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, SWTX administration may require a "Homebound" student to withdraw from the course(s).
8. Assess student college readiness. For this assessment, the ISD may use any instrument approved by the State of Texas in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part 1, including, but not limited to STAAR, EOC, PSAT, ACT scores, and SAT scores. After assessment, the ISD will, using SWTX guidelines, determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness. Consistent with the updates in the Texas Administrative Code, Southwest Texas College will exempt non-degree-seeking students from Dual Credit Eligibility College Readiness requirements until the student has earned 15 hours.
9. Will be a TSI testing site (where applicable)

10. Bear the costs of student regalia associated with students' graduation from SWTX. SWTX will waive the graduation fee for graduating students.

**E. Joint Duties (Statewide Goals 1 & 3)**

1. The ISD and SWTX are jointly responsible, through the Steering Committee, for the development and implementation of an evaluation process to determine the effectiveness of the ECHS. Measures of effectiveness will include, but are not limited to: student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, graduation rates and college course completion rates).
2. To comply with Senate Bill 1277 (2021) the ISD and SWTX hereby designate \_\_\_\_\_ and the assigned SWTX Success Coach as the staff member responsible for providing college academic advising to all students before they enroll in dual credit courses.
3. The ECHS college counselor will be trained as a college advisor by SWTX. This counselor will also have office space available at the college to access information from the college. The counselor will also have access to all pertinent student information that can help in the advising of ECHS students. (FERPA – 34CRR section 99.31).
4. The ISD and SWTX shall provide opportunities for ECHS teachers and higher education faculty to collaborate through planning, teaching, and professional development. ECHS will provide common planning time for instructional faculty and include higher education faculty when possible. Teacher mentoring and professional development will be made available where necessary.
5. To comply with Senate Bill 25 (2019) ECHS and SWTX staff will collaborate to compel any dual credit student to file a degree plan with SWTX “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 institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student’s second regular semester or term at the institution.”
6. A student must follow the course sequence recommendations or requirements of an SWTX degree plan, program, or pathway. A student will not be permitted to combine SWTX Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTX Registrar’s Office receives official notice from an appropriate ISD official of the student’s desire/intent. Such notice must be received by SWTX on or before the last SWTX working day in May of the student’s High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement’s requirements with college courses taken for dual credit.
7. SWTX and the ISD will collaborate to inform all ISD students and parents of the benefits and costs of dual credit. Efforts will include, but not be limited to, information sessions and a marketing campaign.

**F. Faculty**

1. Full-time SWTX faculty:
  - a. may be assigned to the ECHS upon fulfilling their SWTX contractual teaching load.
  - b. will teach only college courses for dual credit.
2. SWTX Adjunct faculty:
  - a. may not exceed the number of courses allowable per semester under SWTX Faculty Handbook Policy “Class Assignments.”
3. Faculty provided by the ISD:
  - a. will teach high school courses in the ECHS;
  - b. may be designated by SWTX administration as SWTX Adjunct faculty to teach college courses for dual credit, if credentialed.
4. Modes of Instruction:
  - a. Course Delivery (face-to-face, video conferencing, online, hybrid) will be determined by the SWTX administration in consultation with the ISD.

**G. Classroom and Facilities**

1. Through mutual agreement, SWTX or the ECHS will provide classrooms or work space for all courses offered for the ECHS.
2. ECHS students will be issued a SWTX identification card for access to SWTX services and to appropriate facilities.
3. The ISD will solely bear the cost of any remodeling of ISD space that may be required to meet the specific needs of the ECHS.
4. The ISD, through the ISD’s budget, will be responsible for the costs associated with the maintenance, repair, and use of ISD spaces for the ECHS.
5. The ISD through the ISD’s budget will be responsible for all other operating costs such as telephone, utilities, custodial and any other operating costs associated with ECHS.

**H. Tuition, Fees, and State Funding (Statewide Goal 1)**

The following paragraphs clarify the roles and responsibilities of SWTX and the ISD for dual credit tuition, fees, and funding connected to the implementation of the Financial Aid for Swift Transfer

program (FAST). The FAST program rules were adopted by the Texas Higher Education Coordinating Board and the Texas Education Agency in late 2023.

The FAST program provides funding to colleges and other public institutions so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines “educationally disadvantaged” as those students eligible for the national free/reduced-price lunch program. Students are “eligible students” under the FAST program if they (1) are enrolled in an eligible dual credit course at a public-school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. The FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. Therefore, a FAST-eligible student will not pay tuition and fees for an eligible dual credit course. Furthermore, books, supplies, and other course materials must be provided at no cost to a FAST-eligible student. Dual Credit courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

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

If the ISD does not provide the Instructor for the class a tuition rate of \$55 per credit hour will be charged by SWTX for dual credit students who are not FAST-eligible. SWTX may charge exam, materials, or instructional oversight fees connected to Technical dual credit classes as agreed to by both the ISD and SWTX.

In order to efficiently manage the FAST program requirements SWTX and the ISD agree to the following specific responsibilities:

#### SWTX Responsibilities

1. SWTX will verify FAST-eligible students and dual credit eligibility with the high school or ISD official for each student enrolling in the dual credit program.
2. SWTX will use the allotted FAST dollars to cover the tuition and fees at \$55.00 per semester. credit hour, per course, per student enrolling into the dual credit program.
3. SWTX will collaborate with school officials to develop and provide information to students and parents about the FAST program and student eligibility.

#### ISD Responsibilities

1. The ISD will identify and verify to SWTX the students enrolling in the dual credit program who meet the eligibility requirements for the FAST program. A student is eligible to participate in the FAST program and enroll in dual credit courses at no cost if the student meets all the following criteria:
  - is enrolled in high school in a school district or charter school.
  - is enrolled in dual credit course at a participating institution of higher education.



- was educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit course described by Subdivision (1)(B).
2. The ISD will be responsible for incurring any remaining educational costs for any eligible FAST student enrolled in the dual credit program. These costs may include course fees, lab fees, instructional oversight costs, course materials, textbooks, supplies, and credentialing fees.
  3. The ISD will collaborate with SWTX to develop and provide information to students and parents about the FAST program and student eligibility.

Lab materials and equipment costs for labs conducted at an ISD facility will be borne by the ISD. SWTX will bear lab materials and equipment costs for labs taught at an SWTX facility. The ISD will be responsible for indicating on the Payment Agreement which students the ISD will pay for by the date rosters are due. Each semester's Census Day (12<sup>th</sup> class day) Roster will constitute the official enrollment for a given class. SWTX invoices to the ISD are to be paid net 45 days from the date of the invoice.

When SWTX places an SWTX instructor on an ISD site to provide a complete program, such as a CTE program, the college and the ISD will agree to a contract price for all technical courses comprising the program. If applicable, the requirements for a complete Technical Dual Credit Program(s) are provided in Appendix C.

#### **I. Books and Supplemental Instructional Materials**

1. Courses offered for dual credit will be identified as college-level courses. SWTX Master Syllabus requirements for books, materials, and learning outcomes must be followed for all college courses. Books used for the ECHS courses will be used for at least 3 years.
2. The ISD will purchase necessary textbooks for all ECHS classes.
3. When possible, SWTX will authorize the use of approved Open Educational Resources (OER) as instructional materials.

#### **J. Recruitment and Enrollment of Students (Statewide Goal 1)**

1. Students will be recruited from all currently enrolled ISD students. ISD officials will be solely responsible for determining which students are admitted to the ECHS.
2. Students enrolled in the ECHS will comply with all expectations of compliance in the rules and policies of the ISD Code of Conduct and the SWTX Code of Conduct.
3. Students enrolled in college courses for dual credit will comply with all policies of the ISD and the policies of SWTX including but not limited to residency and attendance requirements of both SWTX and the ISD.
4. SWTX will assist with recruitment, enrollment and retention, as necessary, of all students selected for the ECHS.
5. To secure the broadest applicant pool possible, the ISD will recruit qualified eighth grade students enrolled in the ISD. This process will include:

- a. Creation of an ECHS website that provides recruitment and admission information;
- b. Distribution of recruitment/admission packets to middle school students in the school district;
- c. Meetings with middle school counselors to introduce and explain the concept of the ECHS;
- d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of students in ECHS;
- e. Presentation of recruitment and admission information in a bilingual mode; and
- f. Parent and student interviews

**K. Composition of Classes (Statewide Goals 1 & 3)**

1. The Texas Administrative Code (TAC) Title 19, Part 1, Chapter 4, Subchapter D describes the allowable options for students attending any college course for dual credit. The ISD and SWTX Administrations agree to those options, quoted from TAC, below:

“Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (2) If the high school credit-only students are College Board Advanced Placement students.
- (3) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit”

In the case of K1, above, SWTX administration may require that the ECHS administration demonstrate the need for such a “mixed class.”

2. Dual credit course class size shall not exceed the capacity limit as set by the college. Distant Learning/Online courses shall not exceed the capacity limit of 15 students per class. Stand Alone/Traditional Face-to-Face courses shall not exceed the capacity limit of 30 students, unless otherwise specified by individual program definitions. Exceptions must be approved by the SWTX Vice President of Academic Affairs.

3. A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas College. Accommodations are provided through the SWTX Disability Support Services (DSS) office. SWTX is not required or able to utilize the qualification criteria used by an ISD to determine a student’s eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTX DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTX DSS staff provides an official college

accommodations letter for the student and the school district counselor, who then provides the letters to the student's instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTX DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

#### **L. Grading Periods and Policies**

SWTX will keep the ECHS Principal/Director abreast of students in jeopardy of failing a class and, if requested to do so, provide numerical grades for the purpose of calculating District GPAs. Semester grades and grading policies are outlined in each instructor's course syllabus. ECHS personnel are responsible for advising ECHS students concerning academic progress in the course's high school component.

Grades are due in the Office of the SWTX Registrar by the published date and time for each semester. SWTX transcripts and degree plans will have cumulative GPAs. Transcript corrections due to change in program or pathway or to repeating a course are updated prior to the next grade reporting period. The SWTX Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance.

The ECHS shall follow ISD policy as to the weighing system for a college course grade for the ECHS student's final high school grade point average (GPA). Aside from providing SWTX course grade data, SWTX faculty, administration, and staff will have no role in the development or implementing of the ISD weighting system.

Under no circumstances will an SWTX instructor enter student grades or attendance data directly into an ISD's grade management system, e.g., Skyward. SWTX faculty will provide ISD Staff daily attendance data and three-week and/or six-week grade averages, as requested.

To achieve ongoing enrollment at SWTX, ECHS students must meet SWTX academic standards for coursework completed through the college. As outlined in the SWTX Catalog, students will be placed on Academic Probation at the conclusion of any long semester (Fall or Spring) when their institutional cumulative grade point average at SWTX falls below 2.0. Such students are encouraged to participate in academic support programs and to seek academic advising. Students on Academic Probation may enroll for one additional semester in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in the computation of the overall cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation.

Students on Academic Probation who fail to achieve the minimum institutional cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester and may re-enroll after such absence under Conditional Academic Probation. Prior to enrolling, the returning student must meet with the ECHS Counselor to develop an academic improvement plan.

The student may appeal the Academic Suspension to the SWTX Vice-President of Academic Affairs, or to a designee, by submitting to the VP's Office the SWTX Scholastic Suspension Appeal Form with required documentation. If the appeal is approved, the student will be permitted to enroll under Conditional Academic Probation and will be restricted to enrollment in a maximum of 2 college courses for the probationary semester. Prior to

enrolling, the returning student must meet with the SWTX Vice President of Academic Affairs, or designee, to develop an academic improvement plan.

#### Attendance/Absence

(1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.

(2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.

(3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.

(4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTX criteria for “Excessive Absences” and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.

### GRADES

College level course grades are designated in terms of letters and grade points, which may be interpreted according to the following chart. Grade point averages are computed by assigning value to each grade as follows:

<b>A</b>	Excellent (90-100)	4 grade points
<b>B</b>	Good (80-89)	3 grade points
<b>C</b>	Average (70-79)	2 grade points
<b>D</b>	Passing (60-69)	1 grade point
<b>F</b>	Failure (59-Below)	0 grade points
<b>Q</b>	Failure based on attendance	0 grade points
<b>I</b>	(Conditional/Incomplete)	0 grade points
<b>W</b>	Withdrew	0 grade points
<b>EW</b>	Administrative withdrawal	0 grade points
<b>NR</b>	Not Reported by Instructor	0 grade points
<b>CIP</b>	Course in Progress	0 grade points
<b>Z</b>	Not counted as courses	0 grade points

**I** becomes **F** if the work is not completed during the designated six-week grace period. The six-week period is to be counted from the beginning of the following semester (including summer school). Mid-term and final grades can be retrieved via Self Service at [www.SWTXC.edu](http://www.SWTXC.edu). **Please note:** Grading policies may vary depending on program. See individual programs in the SWTX catalog for specific information.

### M. Instructional Calendar

SWTX and the ISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by the ISD and SWTX shall be followed by the ECHS.

**N. Student Code of Conduct**

The ECHS students shall adhere to the:

1. Policies of the ISD;
2. Policies of SWTX.

**O. Media and Public Relations**

Media and public relations regarding the ECHS will be managed according to ISD and SWTX protocols. The ISD, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize Southwest Texas College as its Higher Education partner.

**3. Indemnification**

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTX will indemnify the ISD against claims arising out of this Agreement that result from SWTX's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, the ISD will indemnify SWTX against claims arising out of this Agreement that result from the ISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

**4. Term**

Subject to prior termination or revocation of this Agreement as provided in section 5 (below) of this Agreement, the initial term of this Agreement is in full force and effect for a period of one year commencing on August 1, 2025 and terminating on July 31, 2026. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTX and the ISD shall review this Agreement and may renew this Agreement on approval of SWTX and the ISD.

**5. Right of Revocation**

Either party may terminate this Agreement on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this Agreement by one of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of SWTX or the ISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework according to the requirements for discontinuation of an ECHS program outlined in the TEA *Memorandum of Understanding: Guidance for Early College High Schools*.

**6. Assignment**

No party may assign their interest in this Agreement without the written permission of the other party.

**7. Limitation of Authority**

- A. No party has authority for and on behalf of the other except as provided in this

Agreement. No other authority, power, partnership, use of rights are granted or implied.

- B.** This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTX and the ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C.** No party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the SWTX and the ISD Legal Departments and Boards of Trustees.
- D.** No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

#### **8. Waiver**

The failure of any party to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

#### **9. Applicable Law**

This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

#### **10. Venue**

Venue to enforce this Agreement shall lie exclusively in Uvalde County, Texas.

#### **11. Miscellaneous Provisions**

- A.** Parties to this Agreement shall comply with all Federal, State and local law.
- B.** If the Texas Higher Education Coordination Board or Texas Education Agency adopts new guidelines for Early College High School programs during the term of this Agreement, the new guidelines shall prevail and shall cause the parties to execute an amendment to the Agreement, if necessary.

#### **12. Notice**

Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas College  
Dr. Hector Gonzales, President  
2401 Garner Field Road  
Uvalde, Texas 78801

\_\_\_\_\_ ISD  
\_\_\_\_\_ Superintendent  
\_\_\_\_\_ Texas 7888

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

#### **13. Nondiscrimination**

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

**14. Signatory Clause**

The individuals executing this Agreement on behalf of SWTX and the ISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read this Agreement and understand its terms.

**15. Amendment**

The Parties to this MOU acknowledge that the ECHS program anticipated by this MOU is in ongoing stages of development. The parties further understand that it may be necessary to amend and modify this MOU from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

**16. Safety**

The safety and security of all students is a priority of SWTX and the ISD. The ISD and SWTX shall work cooperatively to create reasonable precautions that provide for high school student safety when high school students are on a SWTX campus. To establish appropriate precautions that provide for the safety and security of high school students it is agreed that when the ISD brings or causes to bring high school students to a SWTX campus for a dual credit class or for other activities the ISD will provide an ISD staff member to chaperone the high school students when those students are not in the dual credit class or activity. The ISD will submit a brief written explanation of the ISD's Chaperone Plan to the SWTX Dual Credit Department for approval prior to bringing the high school students to a SWTX campus for a dual credit class or other activity. When the high school students are on a SWTX campus for a dual credit class or for an activity the SWTX faculty or staff member assigned to that class or activity will chaperone the students for the scheduled duration of the class or activity. High School students currently enrolled in SWTX courses for dual credit who have completed 15 hours or more that wish to sign up for an out of town college tour arranged by SWTX will be considered on a case by case basis in consultation and cooperation with the respective school district official. If any high school student, instructor, employee of the ISD or administrator should experience an accident or sudden illness while on the premises of SWTX, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTX and ISD regulations. Upon mutual agreement, SWTX may require the ISD to provide ISD security personnel.

**17. Confidentiality of Student Records:**

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to ECHS students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

**18. Texas Law to Apply**

This agreement shall be construed under and in accordance with the laws of the State of

Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

**19. Force Majeure**

Neither party to this Agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this Agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three days.

Executed in duplicate original counterparts effective upon the date indicated below:

**Southwest Texas College**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ **Independent School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_