

# BOARD OF TRUSTEES AGENDA

<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Regular</b>	<input type="checkbox"/>	<b>Special</b>
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- (A)  **Report Only**  **Recognition**

**Presenter(s):**

**Briefly describe the subject of the report or recognition presentation.**

- (B)  **Action Item**

**Presenter(s): DAVID CAMARILLO, EXECUTIVE DIRECTOR FOR INSTRUCTION**

**Briefly describe the action required.**

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN EAGLE PASS INDEPENDENT SCHOOL DISTRICT AND SOUTHWEST TEXAS JUNIOR COLLEGE SERVING GRADES 9-12 TO ACADEMY YEAR 2022-2023.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHWEST TEXAS JUNIOR COLLEGE  
AND  
THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT  
FOR AN EARLY COLLEGE ACADEMY**

Academic Year 2022-2023

THIS MOU {hereinafter referred to as “AGREEMENT”} is made and entered into by and between SOUTHWEST TEXAS JUNIOR COLLEGE (hereinafter “SWTJC”) and the Eagle Pass Independent School District, (hereinafter “Eagle Pass ISD”), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code

WHEREAS, the parties to this AGREEMENT desire to implement an Early College Academy for the 2022-2023 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 Eagle Pass Early College Academy 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 Eagle Pass Early College Academy especially in providing dual credit classes with sufficient time for the students to complete a 60 hour course articulation; and

WHEREAS, the Eagle Pass Early College Academy 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 Eagle Pass Early College Academy and SWTJC will function on the following principles:**

- a. A mutually beneficial arrangement between SWTJC and Eagle Pass 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 Eagle Pass Early College Academy will:
  - a. Be governed by Eagle Pass ISD and subject to Eagle Pass ISD, SWTJC, 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 Eagle Pass Early College Academy Principal (Director)
  - a. Within the rules and guidelines established by TEA, Eagle Pass ISD and SWTJC 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 SWTJC student data for Eagle Pass ISD college students.
    - 7. parent and community involvement consistent with the mission and needs

of the school.

- b. Will report to the Eagle Pass ISD Superintendent or designee through the established Eagle Pass ISD governance structure.
- c. Will report to the Office of the SWTJC Vice President of Academic Affairs or designee on academic issues concerning Eagle Pass ISD and SWTJC.
- d. Will annually evaluate and report findings of Eagle Pass Early College Academy to the SWTJC President or designee.
- e. Is the primary contact for the Eagle Pass Early College Academy with the community and SWTJC.
- f. Will be an employee of the Eagle Pass ISD. Eagle Pass ISD will be responsible for payment of salary and benefits.

### **3. The Early College High School Steering Committee**

- a. Will serve as an advisory committee to the Eagle Pass ISD Superintendent and the SWTJC President in establishing policies and developing a coherent program across institutions
- b. Will consist of members including, but not be limited to, representatives of Eagle Pass ISD, SWTJC, parents, and community members. The specific membership of the Eagle Pass Early College Academy Steering Committee will be determined by the Superintendent of Eagle Pass ISD and the President of SWTJC
- c. Will be co-chaired by Eagle Pass ISD and SWTJC. Chairs for the Steering Committee will be selected by the Superintendent of Eagle Pass ISD and the President of SWTJC.
- 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 Eagle Pass ISD and SWTJC Boards of Trustees.

### **B. Awarding Credit for Courses**

- 1. SWTJC will award credit for college courses which have been approved by Eagle Pass ISD Administration as fulfilling TEKS and other requirements for High School credit and have been approved by SWTJC Administration and Faculty for credit applying to an SWTJC 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 SWTJC courses and High School courses is provided in Appendix A. 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 SWTJC**

SWTJC will:

1. Ensure that SWTJC 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 SWTJC for the Eagle Pass Early College Academy;
3. Coordinate with the Eagle Pass Early College Academy counselor to ensure that all SWTJC 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, SWTJC, and the Eagle Pass 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 Eagle Pass Early College Academy Director as appropriate and provide feedback to the supervisor of the Director; provide articulation support for transition of Eagle Pass Early College Academy graduates to a four-year college;
7. Provide dual enrolled students access to the instructional and digital resources available on the campus of SWTJC, for example:
  - Support Services
  - Library
  - Tutoring
8. Provide security for Eagle Pass Early College Academy students, just as provided for any other SWTJC student, when they attend courses on an SWTJC campus;
9. Select, supervise, and evaluate instructors of all college-level curricula offered for college credit through the Eagle Pass Early College Academy. Classroom Monitors assigned for Video Conferencing or Internet courses will also be supervised and evaluated by SWTJC personnel.

10. To provide alignment with State-wide goals for Dual Credit:
  - a. The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and Eagle Pass ISD officials on the enrollment and persistence of Eagle Pass Early College Academy students.
  - b. SWTJC will continue to provide Eagle Pass Early College Academy students, in collaboration with Eagle Pass ISD staff, academic and career advising and student success services.
  - c. The SWTJC Office of Institutional Effectiveness will provide data on student success in courses and SWTJC programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTJC courses taken for dual credit.

**D. Duties of Eagle Pass ISD**

Eagle Pass ISD will:

1. Provide to the SWTJC Outreach office all course requests according to the following schedule of deadlines:

Fall term – 3rd Friday in June, 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 SWTJC 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 funding for the Eagle Pass Early College Academy. The Early College Academy shall generate ADA funds for the Eagle Pass 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 SWTJC faculty on course goals and outcomes for Eagle Pass Early College Academy;
3. Pay the salaries of Eagle Pass ISD teachers who teach Eagle Pass Early College Academy students; Eagle Pass ISD staff will report working hours for Eagle Pass ISD employees to the Teacher Retirement System.
4. Provide transportation to and from the student's high school to the SWTJC campus; as mutually agreed;
5. Provide all technology needs for the Eagle Pass Early College Academy students;
6. Ensure that all Eagle Pass 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 SWTJC Vice President of Academic Affairs Office of any Eagle Pass Early College Academy 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, SWTJC administration may require a "Homebound" student to withdraw from the course(s).
8. Assess student college readiness. For this assessment, Eagle Pass 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, Eagle Pass ISD will, using SWTJC 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.
9. Will be a TSI testing site (where applicable)
10. Bear the costs of student regalia associated with students' graduation from SWTJC. SWTJC will waive student graduation fees.

#### **E. Joint Duties**

1. Eagle Pass ISD and SWTJC are jointly responsible, through the Steering Committee, for the development and implementation of an evaluation process to determine the effectiveness of the Eagle Pass Early College Academy. 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) Eagle Pass ISD and SWTJC hereby designate the Eagle Pass High School Early College Academy Counselor and the CC Winn High School Early College Academy Counselor as the staff members responsible for providing academic advising to all students before they enroll in dual credit courses.
3. The Eagle Pass Early College Academy college counselor will be trained as a college advisor by SWTJC. 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. Eagle Pass ISD and SWTJC shall provide opportunities for Eagle Pass Early College Academy teachers and higher education faculty to collaborate through

planning, teaching, and professional development. Eagle Pass Early College Academy 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) Eagle Pass Early College Academy and SWTJC staff will collaborate to compel any dual credit student to file a degree plan with SWTJC “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 SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar’s Office receives official notice from an appropriate ISD official of the student’s desire/intent. Such notice must be received by SWTJC on or before the last SWTJC 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. SWTJC and Eagle Pass ISD will collaborate to inform all Eagle Pass 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 SWTJC faculty:
  - a. may be assigned to Eagle Pass Early College Academy upon fulfilling their SWTJC contractual teaching load.
  - b. will teach only college courses for dual credit.
2. SWTJC Adjunct faculty:
  - a. may not exceed the number of courses allowable per semester under SWTJC Faculty Handbook Policy “Class Assignments.”
3. Faculty provided by Eagle Pass ISD:
  - a. will teach high school courses in the Eagle Pass Early College Academy;
  - b. may be designated by SWTJC administration as SWTJC 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 SWTJC administration in consultation with the Eagle Pass ISD.

#### **G. Classroom and Facilities**

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

#### **H. Tuition and Fees**

1. When an ISD instructor assigned by SWTJC teaches a college course for dual credit, SWTJC will waive tuition and fees.
2. The Eagle Pass ISD agrees to pay SWTJC \$2,500 per course section taught by any individual SWTJC teacher at a(n) Eagle Pass ISD facility, UP TO TWO (2) COURSE SECTIONS in a Fall or Spring semester. Beyond two course sections in either a Fall or Spring semester, Eagle Pass ISD agrees to the following payment schedule for each individual SWTJC faculty member:
  - a. For a “full” teaching load, defined by SWTJC as five (5) three-hour classes or three (3) class/laboratory combinations (e.g., Biology) in a Fall or Spring semester, Eagle Pass ISD will pay SWTJC \$35,000.00 per academic year, defined as a Fall semester and its subsequent Spring semester.
  - b. For four-fifths (4/5) of a “full” teaching load, Eagle Pass ISD agrees to pay SWTJC four-fifths of \$35,000.00, or \$28,000.00 per academic year.
  - c. For three-fifths (3/5) of a “full” teaching load, Eagle Pass ISD agrees to pay SWTJC three-fifths of \$35,000.00, or \$21,000.00 per academic year.
3. Online/Internet courses are not defined as face-to-face courses; by definition they do not require a particular space or time to be held. Therefore, internet/online classes do

not qualify for the \$2,500 per-course rate. ISDs with students in online/internet courses will be charged the tuition rate described below in section 5.

4. Courses delivered to a(n) Eagle Pass ISD facility by an SWTJC instructor via Video Conferencing (television), or other video platforms such as Zoom or Microsoft Teams, are considered to be face-to-face, since students receive instruction at a set place and time. Therefore, the \$2,500 per-course fee will apply to Video Conferencing course sections, regardless of the number of students enrolled in the ECHS portion of the class section.
5. For Eagle Pass Early College Academy students enrolled in internet classes or in classes held on an SWTJC campus, SWTJC will charge a discounted tuition rate. The discount will be 15% off of the approved “In-District” tuition rate for the given semester. Therefore, the charged tuition for each student would be 85% of the “In-District” rate for the given semester.
6. In the case of Clauses H2 and H3 as stated above, all other course and administrative fees will be waived.
7. Labs:
  - a. Lab materials and equipment costs for labs conducted at a Eagle Pass ISD facility will be borne by Eagle Pass ISD. SWTJC will bear lab materials and equipment costs for labs taught at an SWTJC facility.
8. Invoices are to be paid net 45 days from the date of the invoice.

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

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

#### **J. Recruitment and Enrollment of Students**

1. Students will be recruited from all currently enrolled Eagle Pass ISD students. Eagle Pass ISD officials will be solely responsible for determining which students are admitted to the Early College Academy.
2. Students enrolled in the Eagle Pass Early College Academy will comply with all expectations of compliance in the rules and policies of the Eagle Pass ISD Code of Conduct and the SWTJC Code of Conduct.

3. Students enrolled in college courses for dual credit will comply with all policies of Eagle Pass ISD and the policies of SWTJC including but not limited to residency and attendance requirements of both SWTJC and Eagle Pass ISD.
4. SWTJC will assist with recruitment, enrollment and retention, as necessary, of all students selected for the Eagle Pass Early College Academy.
5. To secure the broadest applicant pool possible, the Eagle Pass ISD will recruit qualified eighth grade students enrolled in the Eagle Pass ISD. This process will include:
  - a. Creation of an Early College Academy 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 Early College Academy;
  - d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of students in Eagle Pass Early College Academy;
  - e. Presentation of recruitment and admission information in a bilingual mode; and
  - f. Parent and student interviews

#### K. Composition of Classes

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 Eagle Pass ISD and SWTJC 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, SWTJC administration may require that the Eagle Pass Early College Academy 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 SWTJC 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 Junior College. Accommodations are provided through the SWTJC Disability Support Services (DSS) office. SWTJC 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 SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC 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 SWTJC 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

SWTJC will keep the Early College Academy 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. Early College Academy personnel are responsible for advising Early College Academy students concerning academic progress in the course's high school component.

Grades are due in the Office of the SWTJC Registrar by the published date and time for each semester. SWTJC 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 SWTJC Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance.

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

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

To achieve ongoing enrollment at SWTJC, Early College Academy students must meet SWTJC academic standards for coursework completed through the college. As outlined in the SWTJC 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 SWTJC 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 Early College Academy Counselor to develop an academic improvement plan.

The student may appeal the Academic Suspension to the SWTJC Vice-President of Academic Affairs, or to a designee, by submitting to the VP's Office the SWTJC 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 SWTJC 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 SWTJC 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.swtjc.edu](http://www.swtjc.edu). **Please note:** Grading policies may vary depending on program. See individual programs in the SWTJC catalog for specific information.

#### **M. Instructional Calendar**

SWTJC and Eagle Pass ISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by Eagle Pass ISD and SWTJC shall be followed by Eagle Pass Early College Academy.

#### **N. Student Code of Conduct**

Eagle Pass Early College Academy students shall adhere to the:

1. Policies of Eagle Pass ISD;
2. Policies of SWTJC.

#### **O. Media and Public Relations**

Media and public relations regarding the Eagle Pass Early College academy will be managed according to Eagle Pass ISD and SWTJC protocols. The Eagle Pass ISD, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize Southwest Texas Junior 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, SWTJC will indemnify Eagle Pass ISD against claims arising out of this AGREEMENT that result from SWTJC'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, Eagle Pass ISD will indemnify SWTJC against claims arising out of this Agreement that result from Eagle Pass 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, 2022 and terminating on July 31, 2023. 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, SWTJC and Eagle Pass ISD shall review this AGREEMENT and may renew this AGREEMENT on approval of SWTJC and Eagle Pass 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 SWTJC or Eagle Pass 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 ECA 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 SWTJC and Eagle Pass 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 SWTJC and Eagle Pass 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 TEA 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 Junior College  
Dr. Hector Gonzales, President  
2401 Garner Field Road  
Uvalde, Texas 78801

Eagle Pass Independent School District  
Samuel Mijares, Superintendent  
587 Madison Street  
Eagle Pass, Texas 78852

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 the SWTJC and Eagle Pass 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 Eagle Pass Early College Academy 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**

If any high school student, instructor, employee of Eagle Pass ISD or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and Eagle Pass ISD regulations. Upon mutual agreement, SWTJC may require the School District to provide Eagle Pass 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 Eagle Pass Early College Academy 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 JUNIOR COLLEGE**

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

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

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

# Appendix A

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

Course Rubric	College Courses Offered Via Dual Credit	College Credits	High School Credits	PEIMS	High School Courses	Certifications
AERM 1203	Shop Practices	2	2	8724-6	Introduction to Aircraft	
AERM 1210	Ground Operation	2	2	8724-6	Introduction to Aircraft	
AERM 1314	Basic Electricity	3	3	8729-6	Aircraft Airframe Technology	
AERM 1315	Aviation Science	3	2	8724-6	Introduction to Aircraft	
AERM 1350	Landing Gear Systems	3	3	8729-6	Aircraft Airframe Technology	
AERM 2231	Airframe Inspection	2	3	8729-6	Aircraft Airframe Technology	
ACCT 2401	Principals of Accounting	4	1	1306700	Accounting II	
ACNT 1403	Introduction to Accounting I	4	1	13016600	Accounting I	
ARTS 1301	Art Appreciation	3	0.5	3500100	Art I	
ARTS 1303	Art History	3	0.5	3500100	Art I	
AUMT 1305	Introduction to Automotive	3	1	13039550	SW Auto Basics	
AUMT 1407	Automotive Electrical Systems	4	2	13039600	Automotive Technology I	ASE Electrical Systems
AUMT 1410	Automotive Brake Systems	4	2	13039600	Automotive Technology I	ASE Brakes
AUMT 1416	Automotive Suspension and Steering Systems	4	2	13039700	Automotive Technology II	ASE Suspension And Steering
AUMT 1445	Automotive Heating and Air Conditioning	4	2	13039700	Automotive Technology II	ASE Heating/Air Conditioning
AUMT 2417	Automotive Engine Performance Analysis I	4	2	13039600	Automotive Technology I	ASE Engine Performance
AUMT 2434	Automotive Engine Performance Analysis II	4	2	13039700	Automotive Technology II	
BCIS 1305	Business Computer Applications	3	0.5	3580900	Independent Study in Technology Applications	
BIOL 1106	Biology for Science Major I	1	1	13037200	Biology	
BIOL 1107	Biology for Science Major II	3	1	13037200	Biology	
BIOL 1108	Biology for Non Science Major I	1	1	13037200	Biology	
BIOL 1109	Biology for Non Science Major II	1	1	13037210	Biology	
BIOL 1306	Biology for Science Majors I	3	1	3010200	Biology or Scientific Research & Design	
BIOL 1307	Biology for Science Majors II	3	1	13037200	Biology	
BIOL 1308	Biology for Non Science Major I	3	1	13037200	Biology	
BIOL 1309	Biology for Non Science Major II	3	1	13037210	Biology	
BIOL 2401	Human Anatomy & Physiology I	4	0.5	13020600	Anatomy & Physiology	
BIOL 2402	Human Anatomy & Physiology II	4	0.5	13020600	Anatomy & Physiology	
BUSI 1301	Business Principles	3	0.5	13011200	Principles of Business, Marketing, & Finance Regular	
BMGT 1301	Supervision	3	10	13012100	Principles of Business, Marketing, & Finance Regular	
BMGT 1382	Cooperative Education-Business Administration and Management	3	3	12701305	Extended Practicum in Business Management Regular	
BMGT 1327	Principles of Management	3	0.05	13012100	Business Management Regular	
BUSI 1307	Personal Finance	3	1	13018000	Money Matters	
BUSG 2309	Small Business Management/Enterprise	3	1	13012000	Business Management Regular	
CETT 1302	Electricity Principles	3	1	13005800	HVAC I	
CHEM 1111	General Chemistry I	1	0.5	3040000	EC Chemistry	
CHEM 1112	General Chemistry II	1	0.5	3040000	Chemistry	
CHEM 1311	General Chemistry I	3	0.5	304000	EC Chemistry	
CHEM 1312	General Chemistry II	3	0.5	304000	Chemistry	
CNBT 1110	Basic Construction Safety	1	2	13005100	Construction Technology I DC	
CNBT 1400	Residential Light Commercial Blueprint	4	2	13005200	Construction Technology II DC	

# Appendix A

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

CNBT 1446	Construction Estimating I	4	2	13005200	Construction Technology II DC	
COSC 1301	Introduction to Computing	3	0.5	13011300	Touch Systems Data Entry	
CJLE 1303	Basic Telcommunication Certification	3	1	13029700	Law Enforcement II	National Emergency Communication
CJSA 1351	Use of Force	3	1	13029300	Law Enforcement I	
CRIJ 1301	Introduction to Criminal Justice	3	1	13029300	SWTJC LAW 1	
CRIJ 1307	Crime in America	3	1	13029400	Law Enforcement II	
CRIJ 1310	Fundamentals of Criminal Law	3	1	1329500	Law Enforcement I	
CRIJ 2313	Correctional Systems & Practices	3	1	1329500	Law Enforcement I	
CRPT 1411	Conventional Roof Systems	4	2	13005100	Construction Technology I DC	
CRPT 1415	Conventional Wall Systems	4	2	13005100	Construction Technology I DC	
CRPT 1423	Floor Systems	4	2	13005100	Construction Technology I DC	
CRPT 1429	Introduction to Carpentry	4	2	13005100	Construction Technology I DC	
CRPT 1441	Conventional Exterior Finish System	4	2	13005200	Construction Technology II DC	
CRPT 1445	Conventional Interior Finish System	4	2	13005200	Construction Technology II DC	
CSME 1310	Introduction to Hair Cutting	3	1	13025100	SWT IntroCosmet	
CSME 2343	Salon Development	3	2	1302500	SWTJC COSMO1	
COSC 1336	Programming Fundamentals II	3	0.5	3580200	SWTJC/Computer Programming	
COSC 1337	Programming Fundamentals II	3	0.5	3580200	SWTJC/Computer Programming	
DRAM 1310	Introduction to Theater	3	1	3250700	Advanced Theater	
ECON 2301	Principles of Macroeconomics	3	0.5	033103xx	Economics or Economics Advanced Studies	
ECON 2302	Principles of Microeconomics	3	0.5	033103xx	Economics or Economics Advanced Studies	
EDUC 1300	Learning Frameworks	3	0.5	3270100 3270100	Career Preparation I Study Skills	
EDUC 1301	Introduction to the Teaching Profession	3	0	13014300	Career Preparation	
EMSP 1360	Clinical-Emergency Medical Technology/Technician	2	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
EMSP 1455	Trauma Management	4	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ESMP 1456	Patient Assessment & Airway Management	4	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ESMP 1501	Emergency Medical Technician	5	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ENGL 1301	Composition I	3	0.5	3221800	English III English IV	
ENGL 1302	Composition II	3	0.5	3221820	English III English IV	
ENGL 2307	Creative Writing	3	0.5	3221200	Creative Writing	
ENGL 2327	American Literature I	3	0.5	03220300 03220400	English III English IV	
ENGL 2328	American Literature II	3	0.5	03220300 03220400	English III English IV	

# Appendix A

Southwest Texas Junior College  
Crosswalk - Course Equivalency Guide

ENGL 2322	British Literature I	3	0.5	03220300 03220400	English III English IV	
ENGL 2323	British Literature II	3	0.5	03220300 03220400	English III English IV	
GOVT 2305	Federal Government	3	0.5	03330100 03380001	United States Government or Social Studies Advanced Studies	
GOVT 2306	Texas Government	3	0.5	3380001	Social Studies Advanced Studies	
HART 1403	Air Conditioning Control Principles	4	2	13005255	HVAC III	
HART 1407	Refrigeration Principles	4	2	13005900	HVAC II	EPA
HART 1441	Residential Air Conditioning	4	2	13005255	HVAC III	R410
HART 2438	Air Conditioning Installation and Startup	4	2	13005255	HVAC III	
HECO 1322	Nutrition & Diet Therapy	3	0.5	13024500	Nutrition	
HIST 1301	United States History I	3	0.5	3340100	United States History A	
HIST 1302	United States History II	3	0.5	3340100	United States History B	
HIST 2311	Western Civilization I	3	0.5	3380022	Advanced History	
HIST 2312	Western Civilization II	3	0.5	3380022	Advanced History	
HITT 1305	Medical Terminology I	3	1	13020300	Medical Terminology	PCT - Level 1 Certificate
HRPO 2301	Human Resources Management	3	0.5	13011900	Human Resource Management	
HUMA 1301	Humanities	3	0.5	3221600	Humanities	
ITSC 1301	Introduction to Computers	3	1	13011400	Computer Application	
ITSC 1307	Introductions to Database	3	0.5	13011400	Business Information Mgm 1	
MAIR 1449	Refrigerators, Freezers, Window Air Conditioners	4	2	13005900	HVAC II	
MATH 1314	College Algebra	3	0.5	03100600 03101100 0310250X	Algebra II Pre-Cal Independent Study in Math	
MATH 1316	Plane Trigonometry	3	0.5	3102501	Independent Study Math 2	
MATH 1325	Calculus for Business & Social Science	3	0.5	3102502	Independent Study Math 3	
MATH 1332	Contemporary Mathematics I	3	0.5	0310250X	Independent Studies in Math	
MATH 1342	Elementary Statistic Math	3	0.5	3102500	Statistic	
MATH 2312	Pre-Calculus	3	0.5	03101100 0310250X	Pre-Calculus Independent Studies in Math	
MATH 2413	Calculus I	3	0.5	0310250X 03101100	Independent Studies in Math HS Pre-Cal	
MATH 2414	Calculus II	3	0.5	0310250X 03101100	Independent Studies in Math HS Pre-Cal	
MDCA 1205	Medical Law & Ethics	3	2	13020500	Practicum in Health Science CMA	PCT - Level 1 Certificate
MDCA 1210	Medical Assistant Interpersonal & Communication Skills	2	2	13020500	Practicum in Health Science CMA	PCT - Level 1 Certificate PCT - Level 1 Certificate
MDCA 1317	Procedures in Clinical Setting	3	2	13020500	Practicum in Health Science Phlebotomy/EKG	Electrocardiogram (National Health Care Association)
MDCA 1352	Medical Assistant Laboratory Procedure	3	2	13020500	Practicum in Health Science CMA	PCT - Level 1 Certificate Certified Clinical Medical Assistant (National Health Association)
MUSI 1306	Music Appreciation	3	0.5	3155600	Music Appreciation I/Music Studies	

# Appendix A

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

NURA 1160	Nurse Aide for Health Care	1	3	13020505	Extended Practicum in Health Science CNA	PCT - Level 1 Certificate Certified Nurse Assiatant Must take all 3 NURA courses
NURA 1307	Body Systems	3	3	13020505	Extended Practicum in Health Science CNA	Certified Nurse Assiatant Must take all 3 NURA courses (Prometric)
NURA 1401	Nurse Aide for Health Care	4	3	13020505	Extended Practicum in Health Science CNA	PCT - Level 1 Certificate Certified Nurse Assiatant Must take all 3 NURA courses
NUPC 1320	Patient Care Technician/Assistant	3	1	13020222	Principles of Health Science	PCT - Level 1 Certification
PHIL 1301	Introduction to Philosophy	3	0.5	3380001	Social Studies Advanced Studies I	
PHIL 2306	Introduction to Ethics	3	0.5	3380021	Independent Studies	
PHED1100	Physical Activity	3	0.5	PeS0052	Physical Activity	
PHED 1110	Physical Activity	3	0.5	PeS0055	Physical Activity	
PHED 1301	Foundations of Kinesiology	3	0.5	3810100	Health Education	
PHED 1304	Personal & Community Health	3	0.5	3810200	Health Education	
PHED 1306	First Aid	3	0.5	3810100	First Aid	
PHED 1308	Sports Officiating	3	0.5	N1160012	Sports Officiating	
PLAB 1323	Phlebotomy	3	2	13020500	Practicum in Health Science Phlebotomy/EKG	Part of PCT Level 1 Certification Phlebotomy (National Health Care Association)
POFI 1349	Spreadsheets	3	0.5	13011400	Business Information Mgm 1	
POFI 2301	Word Processing	3	0.5	13011400	Business Information Mgm 1	
POFT 1301	Business English	3	0.5	13011500	Business Information Mgm 2	
POFT 1325	Business Math Using Technology	3	0.5	13011500	Business Information Mgm 2	
POFT 1309	Administration Office Procedures I	3	0.5	13011500	Business Information Mgm 2	
POFT 2331	Administrative Project Solutions	3	0.5	13011500	Business Information Mgm 2	
PSYC 2301	Introduction to Psychology	3	0.5	3350100	Psychology	
PSYC 2314	Lifespan Growth and Development	3	0.5	3350100	Psychology	
SOCI 1301	Introduction to Sociology	3	0.5	3370100	Sociology	
SPCH 1311	Introduction to Speech Communication	3	0.5	3241400	Communication Application	
SPCH 1315	Public Speaking	3	0.5	03240900 13009900	Public Speaking Prof. Communications	
SPCH 1321	Business & Professional Communication	3	0.5	3241400	Communication Application	
WLDG 1313	Intro to Blueprint Reading for Welders	3	2	13032300	Welding I DC	
WLDG 1317	Introduction to Layout and Fabrication	3	2	13032400	Welding II DC	
WLDG 1323	Welding Safety, Tools & Equipment	3	1	13032250	SWTJC Intro to Welding	
WLDG 1353	Intermediate Layout and Fabrication	3	2	13032400	Welding II DC	AWS D1.1 Cert (1G, 2G, 3G)
WLDG 1421	Welding Fundamentals	4	1	13032250	SWTJC Intro to Welding	
WLDG 1428	Introduction to Shielded Metal Arc Welding	4	2	13032300	Welding I DC	
WLDG 1430	Introduction to Gas Metal Arc Welding	4	2	13032300	Welding I DC	
WLDG 1435	Introduction to Pipe Welding	4	2	13032400	Welding II DC	
WLDG 1457	Intermediate Shielded Metal Arc Welding	4	2	13032400	Welding II DC	