



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: February 19, 2020

- Purpose: [] Presentation/Report [] Recognition [] Discussion/ Possible Action [] Closed/Executive Session [] Work Session [] Discussion Only [x] Consent

From: Lorraine De Leon, Executive Director for Instructional Services

Item Title: Approve the Early College High School Memorandum of Understanding between South San Antonio Early College Academy with the Alamo Colleges-Palo Alto College South San Antonio ISD and Palo Alto College-Alamo Colleges District

Description: The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree.

Historical Data: South San Antonio ISD and Palo Alto College have had a successful partnership since the 2015-2016 academic year and graduated the first cohort of students in the spring of 2019.

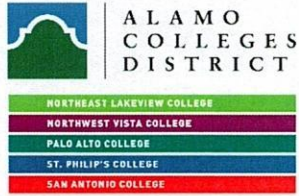
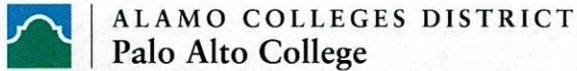
Recommendation: Approve the Early College High School Memorandum of Understanding between South San Antonio Early College Academy with the Alamo Colleges-Palo Alto College South San Antonio ISD and Palo Alto College-Alamo Colleges District.

District Goal/Strategy:

Strategy 1 We will engage all school community members through transparency and effective communication to promote a positive perception and create a strong brand.

Funding Budget Code and Amount: High School Allotment \$170,000 Cost Share Model

APPROVED BY: CHIEF OFFICER, CFO FUNDING APPROVAL, SUPERINTENDENT SIGNATURE DATE 2.12.2020



2020-2021

EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING

BETWEEN

**SOUTH SAN ANTONIO EARLY COLLEGE ACADEMY WITH
THE ALAMO COLLEGES-PALO ALTO COLLEGE
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

AND

**PALO ALTO COLLEGE
ALAMO COLLEGES DISTRICT**

PALO ALTO COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the “ECHS”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District ECHS as of the 2020-2021 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

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

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort

("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

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

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

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

A report required by this section must indicate:

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

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

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

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability

Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal / ECHS Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

6. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the South San Antonio Early College Academy with the Alamo Colleges-Palo Alto College. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its Principal / ECHS Director, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- d. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the Palo Alto College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.
- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans

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

9. BUILDING A COLLEGE CULTURE

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

- a. The 86th Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward specific certificate programs, associate degrees, or a baccalaureate degree. The ECHS student and College Advisor will meet and design a degree plan that will be submitted into the College’s system of record.
- c. The ECHS students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation
- d. The ECHS student will participate in dual credit courses receiving both high school and college credit;

- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10th grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS student request to take courses outside the prescribed degree plan or not at the same time as their cohort, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.
- c. ECHS students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting TSIA placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
- e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
 - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
 - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
 - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
- f. ECHS students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The ECHS is responsible for ensuring that all ECHS students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

Academic Course Guide Manual or courses in the Workforce Education Course Manual (“WECM”) required for a Level I or Level II certificate. The College Academic Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College’s curriculum.

- f. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
 - (1) Identify all required lower-division courses for the applicable certificate or degree program;
 - (2) Include for each course, if applicable:
 - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
 - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
 - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
 - (A) For a 60-hour degree or certificate program, two years; or
 - (B) For a 120-hour degree program, four years; and
 - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution’s other students. (Please see the SACS-COC Dual Enrollment Policy Statement at <http://www.sacscoc.org/pdf/081705/Dual%20Enrollment.pdf>)
- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District

degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

- o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The Department Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.
- p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS student will be treated as a student with the Early Admissions status, thereby making the ECHS student responsible for all corresponding tuition and fees.
- q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The School District will ensure technology access and resources are available to the ECHS students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- s. To enroll in any college-level course, ECHS students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall

offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides (“TAGs”) are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=157&navoid=9481>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

The School District will provide all required course materials including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the course materials required for a course.

Course materials are all varieties of materials used for course instruction, including textbooks. Instructional materials charges are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

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

Instructional Materials Charge requirements are determined by the respective College discipline based on how and where the course is taught.

- a. Courses taught at the ECHS:
 - i. As part of the Course Agreements, the College includes the Instructional Materials Charge, if applicable, or other required materials for courses.
 - ii. Instructional Materials Charges are applied every semester on courses that specify the need for said charges.

14. FACULTY

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

sessions. The ECHS will provide the time for personnel to complete the professional development and the Alamo Colleges District will provide the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

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

17. ECHS CALENDAR

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

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

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

19. STUDENT SAFETY

The Parties agree that when an ECHS student expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the ECHS student does not pose a threat to self or others. The College will prioritize transitioning management of the problem to School District or the parent / guardian of the student. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

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

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS students, into emergency alert messages. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the system of record.

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

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

20. STUDENT ATTENDANCE POLICIES

ECHS students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <http://www.alamo.edu/>.

21. STUDENT CONDUCT

ECHS students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS students will be provided

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

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

24. STUDENT DATA SHARING

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

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

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

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student

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

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

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.

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

30. TERMINATION OF THE MOU

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

31. TRANSPORTATION

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

32. STUDENT DIRECTORY INFORMATION

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

38. NOTICE

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

School District:

South San Antonio Independent School District
ATTN: Superintendent of Schools
5622 Ray Ellison Drive
San Antonio, TX 78242

College:

Palo Alto College
ATTN: College President
1400 W. Villaret Blvd.
San Antonio, Texas 78224

Alamo Colleges District:

Alamo Community College District
ATTN: Chancellor
2222 N. Alamo St.
San Antonio, TX 78215

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

39. NON-APPROPRIATION

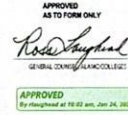
The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its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

40. NO-THIRD PARTY BENEFICIARY

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

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT



By: _____
Dr. Robert Garza, President
Palo Alto College
Date _____

By: _____
Dr. Mike Flores, Chancellor
Date _____

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Ms. Dolores Sendejo, Superintendent
Date _____

Attachments:

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