

## BOARD OF TRUSTEES AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
-----------------------------------	---	----------------------------------

- (A)  Report Only  Recognition

**Presenter(s):**

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

- (B)  Action Item

**Presenter(s):** SAMUEL MIJARES, DEPUTY SUPT. FOR CURRICULUM & INSTRUCTION

**Briefly describe the action required.**

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE 2017-2018 EARLY COLLEGE ACADEMY PARTNERSHIP AGREEMENT BETWEEN THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT AND SOUTHWEST TEXAS JUNIOR COLLEGE.

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

HIGH SCHOOL ALLOTMENT FUNDS

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



**Eagle Pass Independent School District**  
ASSISTANT SUPERINTENDENT FOR CURRICULUM AND INSTRUCTION

**June 27, 2017**

**TO: Gilberto Gonzalez, Superintendent**

**FROM: Samuel Mijares, Deputy Superintendent for C & I**

**RE: PARTNERSHIP AGREEMENT BETWEEN EPISD & SWTJC**

---

---

The 2017-2018 Early College Academy Partnership Agreement between SWTJC and the Eagle Pass ISD is being submitted for board approval. The agreement is needed in order for SWTJC to prepare high school students for successful careers and academic futures, which will increase high school and college/university completion rates.

If you have any questions, do not hesitate to contact me at extension 1011.

SM/cg

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHWEST TEXAS JUNIOR COLLEGE  
AND  
The EAGLE PASS INDEPENDENT SCHOOL DISTRICT  
FOR THE 2017-2018 ACADEMIC YEAR**

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 "EPISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

WHEREAS, the parties to this AGREEMENT desire to continue provision of a Dual Credit Academy during the 2017-2018 academic year, serving grades 9-12;

WHEREAS, Services under this AGREEMENT comprise 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 100 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 semester college credit 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 EPISD 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 programs 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 EPISD and subject to EPISD, SWTJC, STATE and FEDERAL policies
  - b. Have the autonomy to operate as a “school within a school” within the rules and guidelines established by the Texas Education Agency (TEA) and EPISD
  - c. Operate within the hours to be established by the parties.
- 2. The EAGLE PASS EARLY COLLEGE ACADEMY Director/Principal
  - a. Within the rules and guidelines established by TEA, EPISD 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. access to school and student data for EPISD dual credit students with permission of SWTJC.
  7. parent and community involvement consistent with the mission and needs of the school.
- b. Will report to the EPISD Superintendent or designee through the established EPISD governance structure.
  - c. Will report to the Office of the SWTJC Vice President of Academic Affairs or designee on academic issues concerning EPISD 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 partners.
  - f. Will be an employee of the EPISD. EPISD will be responsible for payment of salary and benefits.

### **3. The Academy Steering Committee**

- a. Will serve as an advisory committee to the EPISD 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 EPISD, SWTJC, parents, and community members. The specific membership of the EAGLE PASS EARLY COLLEGE ACADEMY Steering Committee will be determined by the Superintendent of EPISD and the President of SWTJC
- c. Chairs for the Steering committee will be selected by the Superintendent of EPISD and the President of SWTJC.
- d. Will meet semi-annually, in November and April
- e. PERFORMANCE EVALUATION: The College and the District will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the Steering Committee.

**B. Awarding Credit for Courses**

SWTJC will award credit for courses which EPISD has approved for Dual Credit. These courses shall have been evaluated and approved through the official college and ISD 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.

**C. Duties of SWTJC**

SWTJC will:

1. Ensure that SWTJC course requirements are followed;
2. Apply the standards of expectation and assessment uniformly in all courses offered by 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 quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement for the EAGLE PASS EARLY COLLEGE ACADEMY and the standards established by the State and the Southern Association of Colleges and Schools Commission on Colleges;
5. 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;
6. Provide dual enrolled students access to the instructional and digital resources available on the campus of SWTJC, for example:
  - Support Services
  - Library
  - Tutoring
7. Provide security for EAGLE PASS EARLY COLLEGE ACADEMY students, just as provided for any other SWTJC student, when they attend courses on the SWTJC campus;

8. Select, supervise, and evaluate instructors of all college-level curricula offered for college credit through EAGLE PASS EARLY COLLEGE ACADEMY.

**D. Duties of EPISD**

EPISD will:

1. Be the fiscal agent and manage any funding for the EAGLE PASS EARLY COLLEGE ACADEMY and will submit budget amendments as necessary;
2. Consult with SWTJC faculty on course goals and outcomes for the EAGLE PASS EARLY COLLEGE ACADEMY.
3. Pay the salaries of EPISD teachers who teach EAGLE PASS EARLY COLLEGE ACADEMY students;
4. Provide transportation to and from the student's ISD 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 EPISD high school courses are in the students' Individual Graduation Plan by the end of the midterm of their Freshman year;
7. Assess student college readiness. For this assessment, EPISD may use the TSIA or any instrument otherwise approved by the State of Texas Success Initiative purposes in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part I, including, but not limited to STAAR, EOC, ACT scores, and SAT scores. After assessment, EPISD 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.
8. EPISD will be TSI testing site. SWTJC will recognize EPISD as a TSI testing site and will accept TSIA scores generated at this site. The EPISD testing site must require students to have completed the pre-assessment adopted by SWTJC before attempting any portion of the TSIA. This pre-assessment is provided by the Querium Company and is available on the SWTJC website at [www.swtjc.edu](http://www.swtjc.edu).

**E. Joint Duties**

EPISD and SWTJC are jointly responsible for the development and implementation of an evaluation process to determine the effectiveness of 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 courses completion rates).

1. The EPISD college advisor 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 Academy students. (FERPA – 34CRR section 99.31)

**F. Faculty**

1. Full-time SWTJC faculty:

- a. will be assigned to EAGLE PASS EARLY COLLEGE ACADEMY courses upon fulfilling their contractual teaching load.
- b. will teach dual credit (college) courses, according to the contact hour requirements of the college course.

2. SWTJC Adjunct faculty:

- a. cannot exceed the number of courses allowable per semester under SWTJC Faculty Handbook Policy “Class Assignments.”

3. Faculty provided by EPISD:

- a. will teach high school courses in the EAGLE PASS EARLY COLLEGE ACADEMY;
- b. may be designated as SWTJC Adjunct faculty to teach dual credit (college) courses, if credentialed.

4. Modes of Instruction:

- a. Course Delivery (face-to-face, video conferencing, online, hybrid) will be determined by SWTJC administration, in collaboration with the Academy Principal/Director.

5. Substitute Instructors

- a. EPISD will be responsible for recruitment, securing, and payment of any



Substitute Instructor(s) required due to absence of an Academy instructor.

- b. EPISD will be responsible for recruitment, securing, and payment of any Substitute Instructor(s) required to meet classes that occur on District Calendar dates which fall before or after beginning or ending dates of an SWTJC semester.

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

1. Classrooms will be provided for all Academy courses offered by either Eagle Pass ISD or by SWTJC, as mutually agreed by the Director/Principal of the Eagle Pass Early College Academy and the Vice President of the SWTJC Eagle Pass Campus.
2. Dual enrolled students will be issued a SWTJC identification card for access to college resources.
3. EPISD will solely bear the cost of any remodeling of ISD space that may be required to meet the specific needs of the EAGLEPASS EARLY COLLEGE ACADEMY.
4. EPISD, through EPISD 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. EPISD, through the EPISD 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 at ISD sites.

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

1. SWTJC will waive tuition and fees for students enrolled in Eagle Pass Early College Academy Dual Credit courses, provided that EPISD instructors are teaching the courses.
2. The Eagle Pass ISD agrees to pay SWTJC \$2,500 per class section taught by an SWTJC teacher at an Eagle Pass Independent School District campus, UP TO TWO (2) COURSE SECTIONS. Beyond two course sections, EPISD agrees to the following payment schedule:
  - a. For a "full" teaching load, defined by SWTJC as five (5) three-hour classes or three (3) class/laboratory combinations (e.g., Biology), per semester, EPISD 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, EPISD 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, EPISD agrees to pay SWTJC three-fifths of \$35,000.00, or \$21,000.00 per academic year.
3. For Eagle Pass Early College Academy students taking classes on the 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.
4. In the case of Clauses H2 and H3 as stated above, all other course and administrative fees will be waived.
5. Labs:
  - a. Lab materials and equipment costs for labs conducted at an EPISD facility will be borne by EPISD. SWTJC will bear lab materials and equipment costs for labs taught at an SWTJC facility.

#### **Books and Supplemental 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 Academy courses will be used for at least 3 years.
2. EPISD will purchase the textbooks for all EAGLE PASS EARLY COLLEGE ACADEMY classes.

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

1. Students will be recruited from all currently enrolled Eagle Pass High School or C. C. Winn High School students. EPISD 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 meet all expectations of compliance with the rules and policies of the District Code of Conduct.
3. Students enrolled in dual credit coursework will comply with all policies from EPISD and the policies of SWTJC including, but not limited to, residency and attendance requirements of both SWTJC and EPISD.
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 EPISD will recruit qualified eighth grade students participating in district's middle schools.

This process will include:

- a. Creation of an Eagle Pass 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 Eagle Pass Early College Academy;
- d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of the Eagle Pass Early College Academy;
- e. Presentation of recruitment and admission information in a bilingual mode; and
- f. Parent and student interviews

#### J. GRADING PERIODS AND POLICIES

SWTJC will keep the Academy Principal/Director abreast of students in jeopardy of failing a class and provide numerical grades for the purpose of calculating district GPAs. Semester grades and grading policies are outlined in each instructor's course syllabus. Eagle Pass ISD personnel are responsible for advising 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. SWTJC transcripts will have cumulative GPAs. Transcript corrections due to major change or repeat 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 Academy shall follow District policy as to the weighting system for a college course grade for an Academy student's final high school grade point average (GPA). Academy students must meet academic standards for College coursework. 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 cumulative grade point average. In the case of a repeated course, the higher 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 an academic advisor to develop an academic improvement plan. The student may appeal the Academic Suspension to the Vice-President of the SWTJC Eagle Pass campus or to the Vice-President of Academic Affairs by submitting 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 an SWTJC VP to develop an academic improvement plan.

## GRADES AND GRADE REPORTS

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)	
<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 points
<b>Z</b>	Not counted as courses attempted (Six Course Drop Rule)	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 WebAdvisor 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.

### K. Instructional Calendar

SWTJC and EPISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by EPISD and SWTJC shall be followed by the EAGLE PASS EARLY COLLEGE ACADEMY.

### L. Student Code of Conduct

EAGLE PASS EARLY COLLEGE ACADEMY students, faculty, and staff shall adhere to the:

1. Policies of EPISD;
2. Policies of SWTJC.

### M. Media and Public Relations

Media and public relations regarding the Eagle Pass Early College Academy will be

Memorandum of Understanding Between  
Southwest Texas Junior College and  
Eagle Pass Independent School District

managed according to EPISD and SWTJC protocols.

**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 EPISD 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, EPISD will indemnify SWTJC against claims arising out of this Agreement that result from EPISD'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 of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of four years commencing on August 10, 2016 and terminating on June 30, 2020. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (30) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and EPISD shall review this AGREEMENT and may renew this AGREEMENT on approval of SWTJC and EPISD.

**5. Right of Revocation**

Either party may terminate this AGREEMENT on 160 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 EPISD, 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.

**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 EPISD. 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 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 EPISD Legal Departments and Boards of Trustees.
- D. No party may incur any debt, obligation expense, or liability or 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 of an action brought by SWTJC to enforce this agreement shall be in Uvalde County, Texas. Venue of an action to enforce this agreement brought by Eagle Pass ISD shall be in Maverick 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 ISD  
Gilbert Gonzales, Superintendent  
1420 Edison Road  
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 EPISD 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 described by this MOU is in the continuing stage 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 additional 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 EPISD 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, and procedures, and operation of SWTJC and EAGLE PASS INDEPENDENT SCHOOL DISTRICT regulations. Upon mutual agreement, SWTJC may require the School District to provide ISD security personnel, when requested by SWTJC.

**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 services FL. 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 or 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 above

**SOUTHWEST TEXAS JUNIOR COLLEGE**

By:  Date: 6-15-17  
President, Southwest Texas Junior College

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent, Eagle Pass Independent School District