

BOARD OF TRUSTEES
AGENDA Workshop Regular Special(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 subject of the report or recognition presentation.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE 2019-2020 MEMORANDUM OF UNDERSTANDING BETWEEN EAGLE PASS ISD AND SOUTHWEST TEXAS JUNIOR COLLEGE.

(C) Funding Source: Identify the course 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, 2019-2020

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 implement an Early College Academy for the 2019-2020 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 from 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, EPISD ECA 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 EPISD ECA especially in providing dual credit classes with sufficient time for the students to complete a 60 hour course articulation; and

WHEREAS, the Eagle Pass ISD 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 ISD 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 Academy 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 ISD 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 “college for all” or “school within a school,” as appropriate E C A 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 ISD Early College Academy Principal (Director)
 - 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. requests for access to SWTJC student data for EPISD college students..
 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 EPISD ECA to the SWTJC President or designee.
 - e. Is the primary contact for the EPISD ECA with the community and SWTJC.
 - f. Will be an employee of the EPISD. EPISD 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 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 EPISD ECA Steering Committee will be determined by the Superintendent of EPISD and the President of SWTJC
- c. Will be co-chaired by EPISD and SWTJC. Chairs for the Steering committee will be selected by the Superintendent of EPISD and the President of SWTJC.
- d. Will meet once per academic year, in the fall or spring term.
- 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 have been approved by District 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.

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 the Eagle Pass ECA;
3. Coordinate with the EPISD ECA 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 EPISD ECA 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 EPISD personnel serving as classroom Monitors for Video Conferencing or Internet courses.
6. Participate in support of the Eagle Pass ECA Director as appropriate and provide feedback to the supervisor of the Director; provide articulation support for transition of Eagle Pass ECA 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 ECA 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 EPISD ECA. Classroom Monitors assigned for Video Conferencing or Internet courses will also be 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 ISD officials on the enrollment and persistence of EPISD students.
 - b. SWTJC will continue to provide ISD students, in collaboration with EPISD staff, academic and career advising and student success services.
 - c. The SWTJC Office of Institutional Effectiveness will provide data on student success in courses requiring pre-requisites; as feasible, the Office will provide data on student success in course work taken subsequent to participation in SWTJC courses taken for dual credit.

D. Duties of EPISD

EPISD will:

1. Be the fiscal agent and manage any funding for the ECA. The Early College High School shall generate ADA funds for the School District 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 Eagle Pass ECA ;
3. Pay the salaries of EPISD teachers who teach Eagle Pass ECA students; EPISD staff will report working hours for EPISD 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 ECA students;
6. Ensure that all EPISD high school courses are in the students' Individual Graduation Plans by the end of the midterm of their Freshman year;

7. Immediately inform either the SWTJC Outreach Office or the SWTJC Vice President of Academic Affairs Office of any EPISD ECA 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, EPISD may use 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, PSAT, 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.
9. EPISD will be a TSI testing site.

E. Joint Duties

EPISD and SWTJC are jointly responsible for the development and implementation of an evaluation process to determine the effectiveness of the Eagle Pass ECA. 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 ECA 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 ECA students. (FERPA – 34CRR section 99.31)
2. Eagle Pass ECA and SWTJC shall provide opportunities for ECA teachers and higher education faculty to collaborate through planning, teaching, and professional development. Eagle Pass ECA 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.
3. To comply with Senate Bill 25 (2019) ECA and SWTJC staff will collaborate to compel any dual credit student must 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."

F. Faculty

1. Full-time SWTJC faculty:
 - a. may be assigned to Eagle Pass ECA upon fulfilling their contractual teaching load.
 - b. will teach only college courses for dual credit.
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 ECA;
 - b. may be designated as SWTJC Adjunct faculty to teach dual credit courses, if credentialed.
4. Modes of Instruction:
 - a. Course Delivery (face-to-face, video conferencing, online, hybrid) will be determined by SWTJC administration in consult with the EPISD.
5. SWTJC will recognize EPISD as a TSI testing site (if applicable).

G. Classroom and Facilities

1. Classrooms or work space will be provided for all virtual courses offered at EPISD.
2. ECA students will be issued a SWTJC identification card for access to SWTJC services and to appropriate facilities.
3. EPISD will solely bear the cost of any remodeling of ISD space that maybe required to meet the specific needs of the Eagle Pass_ ECA.
4. EPISD, through EPISD budget, will be responsible for the costs associated with the maintenance, repair, and use of spaces for the Eagle Pass ECA.

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 ECA.

H. Tuition and Fees

1. SWTJC will waive tuition and fees for students enrolled in Dual Credit courses, provided that EPISD instructors are teaching the courses.
2. The Eagle Pass ISD agrees to pay SWTJC \$2,500 per course section taught by any individual SWTJC teacher at a EPISD facility, UP TO TWO (2) COURSE SECTIONS. Beyond two course sections, EPISD agrees to the following payment schedule for each individual SWTJC faculty:
 - a. For a “full” teaching load, defined by SWTJC as five (5) three-hour classes or three (3) class/laboratory combinations (e.g., Biology), 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. 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. Students in online/internet courses will be charged the tuition rate described below in section 5.
4. Courses delivered to a(n) EPISD facility by an SWTJC instructor via Video Conferencing (television) 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.
5. For EPISD Early College Academy students enrolled in internet classes or in classes 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 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 ECA courses will be used for at least 3 years.
2. EPISD will purchase the textbooks for all Eagle Pass ECA classes.
3. When possible, SWTJC will authorize the use of approved Open Educational Resources as instructional materials.

I. Recruitment and Enrollment of Students

1. Students will be recruited from all currently enrolled Eagle Pass ISD students. EPISD officials will be solely responsible for determining which students are admitted to the ECA.
2. Students enrolled in the Eagle Pass ECA will comply with all expectations of compliance in 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 ECA.
5. To secure the broadest applicant pool possible, the EPISD will recruit qualified eighth grade students enrolled in the Eagle Pass ISD. This process will include:
 - a. Creation of an ECA 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 EPISD;
 - d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of EPISD;
 - e. Presentation of recruitment and admission information in a bilingual mode; and
 - f. Parent and student interviews

J. 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 Dual Credit course. 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 J1, above, SWTJC administration may require that the ECA 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 shall be approved by the Vice President of Academic Affairs.

K. Grading Periods and Policies

SWTJC will keep the ECA 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. ECA personnel are responsible for advising ECA 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 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 ECA shall follow ISD policy as to the weighing system for a college course grade for the ECA student’s final high school grade point average (GPA). ECA students must meet academic standards for coursework completed at SWTJC. 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 ECA Counselor to develop an academic improvement plan. The student may appeal the Academic Suspension to the SWTJC Vice-President of Academic Affairs 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 to develop an academic improvement plan.

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:

A	Excellent (90-100)	4 grade points
B	Good (80-89)	3 grade points
C	Average (70-79)	2 grade points
D	Passing (60-69)	1 grade point
F	Failure (59-Below)	0 grade points
Q	Failure based on attendance	0 grade points
I	(Conditional/Incomplete)	0 grade points
W	Withdrew	0 grade points
EW	Administrative withdrawal	0 grade points
NR	Not Reported by Instructor	0 grade points
CIP	Course in Progress	0 grade points
Z	Not counted as courses (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. Please note: Grading policies may vary depending on program. See individual programs in the SWTJC catalog for specific information.

L. 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 Eagle Pass ECA.

M. Student Code of Conduct

Eagle Pass ECA students, faculty, and staff shall adhere to the:

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

N. Media and Public Relations

Media and public relations regarding the Eagle Pass ECA will be managed according to EPISD and SWTJC protocols. The School District, 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 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 (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, 2019 and terminating on July 31, 2020. 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 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 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 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 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 Academy 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 PassISD
Gilberto Gonzalez, Superintendent
1420 Eidson Rd.
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 ECA 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 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, 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 ECA 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 below:

SOUTHWEST TEXAS JUNIOR COLLEGE

By: _____ Date: _____

INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____