



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/06/16

Item Title: M.O.U. between Brownsville I.S.D X Action
and Texas Southmost College Information
for Dual Enrollment/Dual Credit Discussion

BACKGROUND:

Dual Enrollment is a powerful K-16 Brownsville academic community initiative which rigorously supports our students as they prepare for post-secondary education and careers of choice. Texas Southmost College has waived all student tuition and related fees and will charge the district a \$5.00 processing fee for each participating student. Historically, all Brownsville high schools have participated in this unique program providing opportunities for their students to earn both high school and college credit while participating in the Dual Enrollment program. We are currently following the currently MOU approved 4/4/2016 which continues from year to year. The 2016 school year has approximately 3000 students enrolled for the fall semester. These students represent all Early College High Schools District-wide.

FISCAL IMPLICATIONS:

Function 11: Local categorical Budget Funds: \$195,700

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding with Texas Southmost College to offer dual enrollment/dual credit opportunities in the amount of \$195,700.00 for the 2016-2017 school year.

Merrill Hammons 
Submitted by: Principal/Program Adm.

Berta Pena 
Recommended by: Assistant Superintendent

Miguel Salinas 
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. E. Zendejas
Dr. Esperanza Zendejas
Superintendent of Schools

STATE OF TEXAS

COUNTY OF CAMERON

MEMORANDUM OF UNDERSTANDING
AGREEMENT
BETWEEN
TEXAS SOUTHMOST COLLEGE DISTRICT
AND
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into by and between Texas Southmost College District (hereinafter referred to as "TSC") and the Brownsville Independent School District, (hereinafter "BISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties to this AGREEMENT desire to establish an Early College High School Model by the fall 2014 academic year, serving grades 9-12 at Brownsville ECHS, Homer Hanna, Lopez, James Pace, Gladys Porter, Simon Rivera and Veterans Memorial High Schools;

WHEREAS, Services under this AGREEMENT are targeted towards students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language 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 Early College High School Model are comprehensive high schools with enrollments approximately of 2,000 or more students per campus, where the first student cohort will begin with 9th through 12th grades. These students will earn, a high school diploma and either an Associate Degree, or up to 60 hours of college credit, the parties agree to follow the intent of the Guiding Principles and Texas ECHS Blueprint's six benchmarks of the Early College High School Model, especially in providing dual credit classes with sufficient time for the students to complete an Associate's Degree; and

WHEREAS the Early College High School Model will prepare high school students for successful career and educational 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. TSC will offer up to 24% (14 credit hours) of program credits up to sophomore year, 43% (26 credit hours) up to their junior year and 48% (29 credit hours) up to their senior year of high school. Additional hours will be offered, pending approval by the Southern Association of Colleges and Schools Commission on Colleges.

NOW, THEREFORE, the parties to this AGREEMENT mutually agree to the following:

1. Guiding Principles: The Early College High School Model, TSC, and BISD will function on the following principles:

- a. Establishment of a mutually beneficial arrangement between TSC and BISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of all institutions.
- b. Collaboration in planning, implementation, and continuous improvement of the Early College High School Model programs including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- c. Provision of rigorous instruction in academic and technical courses.
- d. Financial collaboration that assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e. Assurance that federal, state, and local funds such as Average Daily Attendance, high school allotment, Title I, Special Education, Gifted and Talented, and formula funding, etc., will follow the Early College High School Model student.
- f. Students that reflect the diversity of the region served by the Early College High School Model.
- g. On-going collaboration between BISD and TSC to promote alignment and sharing of best practices in the areas of curriculum development, instruction, and assessment, as well as academic advising of students.

2. Scope of Agreement and Limitations of Authority: The Scope of the AGREEMENT and the parties agree as follows:

A. Governance:

(1) The Early College High School Model will:

- a. be governed by BISD and subject to BISD's, state and federal policies; and
- b. operate within the operating hours to be established by the parties.

(2) The Principal and/or ECHS Director:

- a. Within the rules and guidelines established by TEA, BISD, TSC and all applicable federal, state, and local laws will have the authority to implement:
 1. governance
 2. staffing
 3. budget
 4. student assessment, curriculum and scheduling
 5. professional development
 6. access to school and student data for Early College High School Model students with permission of TSC
 7. parent and community involvement consistent with the mission and needs of the school.

- b. Will report to the BISD Superintendent or designee through the established BISD governance structure;
- c. Will report to the Superintendent's designee on academic and operational issues concerning the Early College High School Model and TSC.
- d. Will annually evaluate and report findings of the Early College High School Model to the TSC President or designee and BISD Superintendent or designee.
- e. Is the primary contact for the Early College High School Model with the community, TSC partners;
- f. Is the manager of any sub-contract with BISD, the primary grantee for the Early College High School Model funds; and when applicable.
- g. Will be an employee of BISD. BISD will be responsible for payment of benefits.

(3) Early College High School P-16 Leadership Committee

- a. This body will serve as an advisory committee to the district in establishing policies and developing a coherent program across institutions for improvements based on collection of data.
- b. Membership on the Council may include, but will not be limited to, representatives of BISD and TSC, as well as community members. The specific membership of the ECHS P-16 Leadership Committee will be determined by the Superintendent of BISD and the President of TSC.
- c. The committee will be co-chaired by BISD and TSC. Chairs for the P-16 Leadership committee will be selected by the Superintendent of BISD and the President of TSC.
- d. This committee will meet at least four times per year.

B. Awarding Credit for Courses: TSC will award credit for courses for which course Articulation Agreements have been approved and appear in the Dual Credit Course Articulation Agreement for Early College High School Model and any required course for an Associate 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 TSC: TSC shall have the following duties:

- (1) Ensure that TSC course requirements are followed; TSC will offer up to 24% (14 credit hours) of program credits up to sophomore year, 43% (26 credit hours) up to their junior year and 48% (29 credit hours) up to their senior year of high school. Additional hours will be offered, pending approval by the Southern Association of Colleges and Schools Commission on Colleges
- (2) Collaborate with BISD to ensure the application of high educational standards in all courses offered by the Early College High School Model;
- (3) Coordinate with the Early College High School Model counselors to ensure that all TSC Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the end of their freshmen year;

- (4) Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement for the Early College High School Model and the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC);
- (5) Participate in support of Early College High School Model principles as appropriate and provide feedback to the ECHS Director or the principal; provide articulation support, as necessary, for transition of Early College High School Model graduates to a four-year college;
- (6) Provide all enrolled Early College High School students access to all instructional and non-instructional resources available on the campus of TSC. All constraints of existing contracts will be in place and enforced. ECHS students will be excluded from the Recreation, Education, and Kinesiology Center (REK) to avoid liability;
- (7) Issue TSC student identification (ID) cards to all enrolled Early College High School students. The TSC ID card will be required to secure access the instructional and non-instructional resources provided by TSC.
- (8) Provide internet access for the Early College High School Model teachers and administrators when present on the TSC campus;
- (9) Issue TSC visitor parking passes to the Early College High School Model teachers, administrators and students in order to facilitate Early College High School Model activities and functions;
- (10) Serve as the fiscal agent and manage public and/or private grant funds awarded/allotted to TSC for the Early College High School Model.

D. Duties of BISD: BISD shall have the following duties:

- (1) Serve as the fiscal agent and manage public and/or private grant funds awarded/allotted to BISD for the Early College High School Model
- (2) Involve TSC faculty in the design and implementation of all dual credit courses at the Early College High School Model to assure that course goals enable students to match the requirements of the Texas Higher Education Coordinating Board and Texas Education Agency;
- (3) Pay the salaries of Early College High School Model teachers employed by BISD who teach Early College High School Model students;
- (4) Ensure that all enrolled Early College High School students meet the minimum required contact hours prescribed by the Texas Higher Education Coordinating Board for the courses in which they are enrolled;
- (5) Provide transportation to and from the Early College High School Model campus and the TSC campuses when appropriate;
- (6) Ensure that all BISD high school courses are in the students' Individual Graduation Plan by the end of their freshmen year through coordination with TSC's designated Academic Advisors;
- (7) Assess each student for readiness to engage in any college-level curriculum prior to the student's enrollment in such curriculum;

- (8) Use any instrument otherwise approved by the Board for Texas Success Initiative-Assessment purposes in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part I, including, but not limited to, State of Texas Assessment of Academic Readiness (STAAR)/End-of-Course (EOC), ACT scores, and SAT scores. After assessment, BISD will, using TSC 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.

E. Joint Duties:

- (1) BISD and TSC are jointly responsible for the development and implementation of an evaluation process to determine the effectiveness of the Early College High School Model. Measures of *effectiveness* will include, but are not limited to, student results on the K-12 accountability assessments (e.g., TAKS, EOC, STAAR) and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates and graduation rates).
- (2) BISD and TSC will adhere to all hiring criteria set by the State of Texas, TEA and the THECB to ensure that all employees who have regular contact with Early College High School Model students have a criminal history check on file.
- (3) BISD will provide TSC the pre assessment activity (PAA) verification on all ECHS students participating in college courses.

F. Faculty:

- (1) Faculty provided by TSC:
 - a. must meet the College's academic standards, including the Texas Higher Education Coordinating Board (THECB), and SACSCOC faculty credential requirement;
 - b. will teach Academic Dual Credit courses.
- (2) Faculty provided by BISD:
 - a. will teach high school courses in the Early College High School Model; and
 - b. may be designated as TSC Adjunct faculty to teach Dual Credit courses, if properly credentialed.
- (3) On-going collaboration between BISD and TSC will be provided to promote alignment and sharing of best practices in the areas of curriculum development, instruction, and assessment, as well as academic advising of students.
- (4) TSC shall be responsible for payment of all College Faculty Members who teach an Early College High School course or provide other services in connection with the Early College High School Program. However, BISD is responsible for reimbursing all costs paid to college faculty members who teach Early College High School services or provide other services as provided in Section IIIC of the Early College High School manual.

G. Classroom and Office Facilities:

- (1) High school courses of the Early College High School Model will be conducted at the

BISD facility; TSC will accommodate BISD students with appropriate courses offered at TSC for mutually agreed program(s) of study.

- (2) Early College High School students will be issued coded TSC identification cards to be used to access instructional and non-instructional services provided by TSC (with the exception of the REK).

H. Tuition:

- (1) TSC will waive tuition for high school students enrolled in Dual Credit courses based on the Dual Credit Course Articulation Agreement and any required course for an Associate Degree or up to 60 credit hours.

I. Books and Supplemental Materials:

- (1) Courses offered for dual credit will be identified as college-level courses. Instruction and materials for dual credit will be at the equivalent level used for the identical course taught on the main campus of the college.
- (2) All textbooks and supplemental materials required for classes will be the responsibility of the Early College High School Model and Brownsville Independent School District. Textbooks must be college level texts approved by TSC.
- (3) All text books will be approved by TSC for a minimum of three years.

J. Instructional Calendar: TSC and BISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by BISD and TSC shall be followed by the Early College High School Model.

K. Media and Public Relations: Media and public relations regarding the Early College High School Model will be managed according to BISD and TSC protocols.

L. Satisfactory Academic Progress (SAP): Early College High School Model students will be expected to adhere to the SAP policies and procedures.

M. Six Course Withdrawal Limit: Early College High School Model students will be expected to adhere to the Texas Senate Bill 1231 which limits the number of dropped courses to six.

N. Grading Periods: For high school courses, Early College High School instructors will adhere to all BISD requirements and policies for grade reporting. For college courses, Early College High School Model will adhere to all TSC policies and procedures for grade reporting.

O. Instructional Policy: BISD Early College High school instructors will ensure that classes taught under the Early College High School model conform to requirements established by the State of Texas as promulgated by the Texas Higher Education Coordinating Board with respect to course content, delivery of instruction, assessment and grading policies.

P. Enrollment: All Early College High School Model students will take the required college placement exams and meet the minimum score requirements as determined by the college in order to enroll in college courses. BISD pays for placement tests.

3. Indemnification: To the extent permitted under the laws and Constitution of the State of Texas and without

waiving any defenses including governmental immunity, TSC will indemnify BISD against claims arising out of this Agreement that result from TSC'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, BISD will indemnify TSC against claims arising out of this Agreement that result from BISD'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:** The effective date of this Agreement is September 1, 2016. The Agreement will remain in full force and effect unless modified or revoked by one or both parties.
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 TSC or BISD, 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 thirty (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. **Provisions for Discontinuing ECHS Operation:** In the event that TSC and BISD decide to discontinue the operation of the Early College High School Model the provisions for services to the currently enrolled students are as follows:
 - (1) The 12th grade cohort shall continue operation through its scheduled graduation from the Early College High School Model.
 - (2) While in the process of discontinuing operation, the Early College High School Model will continue to provide all required Early College High School Model design elements and support for all students.
7. **Assignment:** No party may assign their interest in this AGREEMENT without the written permission of the other party.
8. **Limitations 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 TSC and BISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
 - C. No party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the TSC and BISD 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.

9. **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.
10. **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.
11. **Venue:** Venue to enforce this Agreement shall lie exclusively in Cameron County, Texas.
12. **Miscellaneous Provisions:**
 - A. Parties to this AGREEMENT shall comply with all Federal, State and local laws.
 - B. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School Model 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.
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 TSC and BISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective institutes. All parties hereby acknowledge that they have read and this Agreement and understand its terms.
15. **Amendment:** The Parties to this MOU acknowledge that the Early College High School Model program anticipated by this MOU is in the preliminary 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 Early College High School Model or administrator should experience an accident or sudden illness while on the premises of TSC, the response to such incidents will be based upon the guidelines and procedures of operation of TSC and School District regulations. Upon mutual agreement, TSC may require the School District to provide ISD security personnel, when requested by TSC.
17. **Terms of the Data Sharing Agreement:**
 - A. **Use of Data:** Student data shared by TSC with BISD shall only be used exclusively for the fulfilling of the express objectives of BISD's Early College High School (ECHS) and Early College High School (DE) Programs. TSC student data accessible to BISD and data of current and prospective students, or of TSC employees or alumni, collected by BISD shall constitute the sole property of TSC. This data shall not be shared with third parties without the written permission of TSC. Data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this inter-local agreement without the express written permission of TSC.
 - B. **Data Destruction/Deletion:** Any data no longer required for the BISD's ECHS and DE programs shall be destroyed no later than seventeen years from the date of its initial receipt. Upon cancellation, termination or non-renewal of this agreement, BISD shall destroy, securely wipe or delete, or transmit to TSC all data shared or collected in the course of this initiative.
 - C. **Prohibition on Mobile Devices and Removable Media:** Under no circumstances may TSC

personnel involved in the handling, transmittal, and/or processing of data shall not transfer or store unencrypted TSC-provided data on mobile devices (such as PDAs, smart phones, tablets, notebooks) or removable storage media.


- D. **Notification of Security Breaches:** BISD agrees that in the event of any breach or compromise of the security, confidentiality or integrity of shared data where personal information of a TSC student, prospective student, employee, alumni, or other TSC-affiliated person or entity was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, BISD shall immediately notify TSC of the breach of the security system containing such data within 24 hours, comply with all notification actions, and/or assist TSC with all notification actions required by TSC policy and the law. BISD will notify TSC of any security breaches by contacting the chief information officer.
- E. **Data Elements:** FERPA allows schools to disclose records, without consent, to school officials with legitimate educational interests. TSC has designated BISD's ECHS program personnel as school officials with legitimate educational interests. As such, TSC will provide such individuals with access to review education records in order to fulfill their professional responsibilities defined in the scope of work. Data shared with BISD shall be limited to the data elements specifically defined and authorized by TSC.

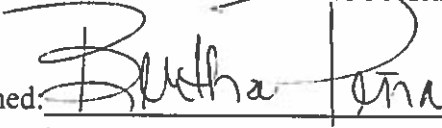
18. **Confidentiality of Student Records:** The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). FERPA and School District Board Policy series FL, all records relating to Early College High School Model 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.
19. **FERPA:** For purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSC hereby designates the School District as a college official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by the School District to carry out the Program; and the School District hereby designates TSC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by TSC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
20. **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 Cameron County, Texas.
21. **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.

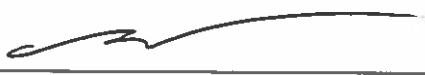
RECEIVING AGENCY
Brownsville Independent School District

Signed:  Date: 10/6/16
Dr. Esperanza Zendejas
Superintendent of Schools

Signed:  Date: 10-7-16
Jose Hector Chirinos
BISD Board of Trustees President

Signed:  Date: 10-5-16
Mrs. Berta A. Peña
Assistant Superintendent, C & I

PERFORMING AGENCY
Texas Southmost College

Signed:  Date: 9-23-16
Mr. Mike Shannon, Interim President
Texas Southmost College