

**MEMORANDUM OF UNDERSTANDING
PASADENA ISD EARLY COLLEGE HIGH SCHOOL PROGRAMS**

This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas, ("**SJCCD**") and the **Pasadena Independent School District**, a Texas public independent school district established by law and political subdivision of the State of Texas, ("**Pasadena ISD**") with an effective date of July 1, 2016 ("**Effective Date**"). Individually, SJCCD and Pasadena ISD are referred to herein as "**Party**" and collectively as "**Parties**."

RECITALS

WHEREAS, SJCCD and Pasadena ISD have established and desire to continue operation of early college high school programs referred to as **Pasadena ISD Early College High School Programs ("ECHS Programs")** as further described in this Agreement; and

WHEREAS, SJCCD and Pasadena ISD have established a desire to continue operation of an early college high school program referred to as **Pasadena Early College High School ("Pasadena ECHS")** as further described in this Agreement; and

WHEREAS, SJCCD and Pasadena ISD have established a desire to begin operation of four early college high school programs referred to as **Dobie Early College High School ("Dobie ECHS")**, **Pasadena Memorial Early College High School ("Pasadena Memorial ECHS")**, **Sam Rayburn Early College High School ("Sam Rayburn ECHS")**, and **South Houston Early College High School ("South Houston ECHS")** as further described in this Agreement; and

WHEREAS, the Parties have submitted and will submit a program application to the Texas Education Agency ("**TEA**") as required by and in accordance with Section 29.908 of the Texas Education Code and 19 Texas Administrative Code §§ 4.151-4.161; 4.81-4.85; and 102.1091; and

WHEREAS, upon approval from TEA, the ECHS Programs will continue operation under the terms and conditions set forth in this Agreement and any additional requirements imposed by TEA; and

WHEREAS, upon approval from TEA, the Dobie ECHS, Pasadena Memorial ECHS, Sam Rayburn ECHS, and South Houston ECHS will operate under the terms and conditions set forth in this Agreement and any additional requirements imposed by TEA.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Incorporation**. The foregoing recitals and any and all exhibits attached hereto are incorporated into this Agreement for all purposes.

2. **Background and Purpose, High School.** In 2011-2012, the Parties began serving approximately 60 9th grade students at the Pasadena ECHS. Applicable Law (as hereinafter defined) permits a public school district and public college to collaborate to provide concurrent enrollment for academic dual credit consisting of a course of study combining high school courses and college-level courses during grades 9 through 12 for students who are at risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code) or who wish to accelerate completion of the high school program. The purpose of this Agreement is to establish the rights and obligations of the Parties with respect to the operation of the ECHS Program, which consists of a four-year highly rigorous high school program with early college component (“**ECHS Program**”) that complies with all Applicable Law. The ECHS Programs will operate within comprehensive high schools while providing small school environments with a highly rigorous program of study and support programs that enable participating students to achieve the Foundation High School Program with an Endorsement and Distinguished Level of Achievement with Performance Acknowledgement. Students graduating in 2017 will be able to achieve Recommended High School Program or Distinguished Achievement Program.

3. **Background and Purpose, College.** The ECHS Programs will provide a course of study that enables participating students to complete the Texas Higher Education Coordinating Board (**THECB**) core curriculum (as defined by the Texas Administrative Code (TAC) §4.28) or an associate’s degree or at least 60 credit hours toward a baccalaureate degree during grades 9-12 by the fifth anniversary of the student’s first day of high school. Additionally, the ECHS Programs will provide advanced academic opportunities including college and career counseling and may provide service learning, and workplace internships. Each ECHS Program will continue to phase in approximately 100-125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students. The 9th and 10th grade ECHS students will attend classes at their respective high schools and the 11th and 12th grade students will attend classes at SJCCD’s Central or South campuses.

4. **Applicable Law.** The Parties agree to operate the ECHS Programs in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) applicable provisions of the Texas Penal Code and Texas Family Code; (f) State record retention laws; (g) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (h) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook (“**Attendance Handbook**”) and the Financial Accountability System Resource Guide; and (i) Texas Higher Education Coordinating Board (“**THECB**”) guidelines and requirements, including, without limitation, course conformity in

accordance with the Lower Division Academic Course Guide Manual (“ACGM”) and the Workforce Education Course Manual (“WECM”). The Parties agree to and shall cause the Advisory Board and Collaborative Committee to operate the ECHS Programs in compliance with applicable SJCCD and Pasadena ISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the ECHS Programs. For employees working at SJCCD, SJCCD will monitor and oversee its employees as well as ECHS Program personnel to ensure that they follow SJCCD’s operating procedures and policies for working and conducting business at SJCCD. The Parties agree to comply with all assurances in the ECHS Program application submitted to TEA and any additional requirements for the ECHS Program adopted by the THECB. The foregoing as set forth in this Section 3 and Section 4 and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as “Applicable Law” or “Applicable Laws” when used herein.

5. **Term.** Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this Agreement shall commence on the Effective Date (“Commencement Date”) and shall continue until terminated by the parties as provided in section 18 (“Expiration Date”). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the Agreement is approval of the Agreement by that Party’s governing board.

6. **Governance.**

a. **Governing Structure.** The governing structure of the Program shall include the appointment of an Advisory Council and Collaborative Committee as described below.

b. **ECHS Program Liaisons.** The ECHS Programs will be managed on a daily basis by the Pasadena ISD Early College High School District Coordinator (“ECHS Coordinator”), who shall be a Pasadena ISD employee, and will serve as liaison for the ECHS Programs. SJCCD will provide a representative to participate in the process of hiring the ECHS Coordinator. Pasadena ISD will provide a representative to participate in the process of hiring the SJCCD Dual Credit Directors, who shall be SJCCD employees. SJCCD shall designate the person to serve as liaison with Pasadena ISD (“SJCCD Liaison”) as it relates to the ECHS Programs. The SJCCD Liaison will cooperate with and facilitate communication between the Pasadena ISD and SJCCD. The SJCCD Liaison will meet with the ECHS Coordinator and other representatives as may be needed to support the ECHS Programs.

7. **ECHS Program Organization.**

a. **Policies and Procedures.** Except for building use policies of the entity on whose campus the ECHS Program is in operation for that cohort of students and as may be otherwise set forth in this Agreement or required by Applicable Law, the policies and procedures relating to the high school portion of the ECHS Programs shall be governed by the Pasadena ISD policies and regulations, including the Pasadena ISD Board Policy Manual, Employee Handbook, and Student Handbook. All policies relating to the college courses and college services portion of

the ECHS Programs shall be governed by the SJCCD policies and procedures, including the SJCCD Code of Student Conduct, regardless of the location of the infraction.

b. ECHS Program Advisory Council. An advisory council (“**Advisory Council**”) comprised of representatives from the SJCCD, Pasadena ISD, community/business partner(s), a parent representative, and a student representative will meet on a biannual and/or as needed basis in order to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration to ensure implementation of the ECHS Programs in accordance with this Agreement, Applicable Law, and expectations of the Parties for the ECHS Programs. Members of the Advisory Council will include the Pasadena ISD Superintendent of Schools, Deputy Superintendent of Academic Achievement, Associate Superintendents for Campus Development, Executive Director of Curriculum and Instruction, Director of College Readiness and Counseling, ECHS Coordinator, high school principals, ECHS Deans (“**Deans**”), and ECHS Counselors. Members of the Advisory Council from SJCCD will include the Associate Vice Chancellor for Student Success Partnerships, Provosts (Central and South Campuses), applicable deans and department chairs, and Dual Credit Directors (Central and South Campuses). The parent representative, student representative, and Community/Business Partner(s) will be agreed upon by Pasadena ISD and SJCCD. The parent and student representatives to the Advisory Council will be elected following the first parent-student meeting of the year through an onsite nomination/election process. The term of office for the parent and student representatives will be one year. Student representatives will be afforded the opportunity to address the Advisory Council during each council meeting. Representatives of the Advisory Council are subject to change as advised and agreed upon by the existing Advisory Council members. During the Term, the Advisory Council will conduct an annual review of this Agreement for the purpose of program evaluation and recommendation of proposed changes based on ECHS Program needs. Specifically, the Advisory Council will meet in order to:

- i. Develop and implement academic and professional policy as related to the ECHS Programs;
- ii. Develop and implement budgets and financial policy as related to the ECHS Programs;
- iii. Supervise annual evaluation and effectiveness of the ECHS Programs;
- iv. Ensure adherence to Applicable Laws that affect the safety and well-being of students enrolled in the ECHS Programs; and
- v. Review the Agreement, articulation agreements, and suggest revisions on an annual basis or as needed.

c. ECHS Program Collaborative Committee. Each ECHS Program will also establish a collaborative committee (“**Collaborative Committee**”), chaired by the ECHS Program Dean. The Collaborative Committee will meet at least every six weeks to review ECHS Program progress, discuss implementation issues, and make recommendations regarding policies, practices,

and procedures to improve the ECHS Program. Members of the Collaborative Committee will consist of the Dean, the high school Principal, the ECHS Counselor, the ECHS Coordinator, and the SJCCD Dual Credit Director.

8. **School Calendar.** The ECHS Programs will follow a schedule that facilitates the offering of college and high school courses simultaneously. The Dual Credit Directors will plan and schedule college level courses collaboratively with the ECHS Counselors. For SJCCD courses taken for credit at either the high school location or the SJCCD location, the instructional calendar will follow the SJCCD instructional calendar. When a scheduling conflict exists in the instructional calendars of Pasadena ISD and SJCCD in which Pasadena ISD requires student attendance but SJCCD does not provide an instructional day, Pasadena ISD assumes responsibility for the students to meet the attendance requirements of Applicable Law. When a scheduling conflict exists in the instructional calendars of Pasadena ISD and SJCCD in which SJCCD requires student attendance but Pasadena ISD does not provide an instructional day, SJCCD assumes responsibility for the students to meet the attendance requirements of Applicable Law. The instructional calendar for the high school portion of the ECHS Programs will be based on the Pasadena ISD calendar and comply with all related TEA regulations for attendance. Where allowed by Applicable Law, including, without limitation, Section 29.0822 of the Texas Education Code and 19 Texas Administrative Code § 129.1027, and further subject to approval of both Parties, the ECHS Program calendar may vary from that set forth herein in order to best fit the needs of students and reasonably interrelate with the respective academic calendars.

9. **ECHS Program Facilities.**

a. **Pasadena ISD Facilities.** The 9th and 10th grade portions of the ECHS Programs will be located in dedicated spaces at the Pasadena ISD high school campuses (“**ECHS Program Facilities**”) and will serve as small learning communities. The ECHS Program Facilities include core learning classrooms and a computer lab, as well as administrative and student support areas. As the number of students increase, Pasadena ISD will provide additional space to meet these needs and maintain the goal of creating a college culture that is separate from the remainder of the comprehensive high school student body. Pasadena ISD will provide office space at the ECHS Program Facility as needed for ECHS Program faculty and SJCCD instructors involved in the ECHS Program. In addition to the designated ECHS Program Facility at each high school, ECHS Program students will have access and use of the main high school libraries, cafeterias, college rooms, and extra-curricular activity areas as needed and appropriate. Pasadena ISD shall be responsible for maintenance and operations at each high school including the ECHS Program Facility.

b. **SJCCD Academic and Administrative Facilities.** For the 11th and 12th grade portion of the Program, and according to the degree plan, ECHS Program students will attend classes at the appropriate SJCCD Campus (“**SJCCD ECHS Facility**”). As the number of students increase, the SJCCD Facility will provide sufficient administrative and faculty offices, student classrooms, and student support areas. SJCCD will provide office furniture, computers, printers, data and internet connection, and telephones in the offices of the SJCCD ECHS Facilities. SJCCD shall be responsible for maintenance and operations at SJCCD Campuses including the SJCCD ECHS Facilities.

c. Food Service at SJCCD. SJCCD will allow Pasadena ISD to use furniture and food service area to meet Pasadena ISD food service requirements. Pasadena ISD shall be responsible for Pasadena ISD Food Service Personnel and for all food prepared and served by their personnel to ECHS Program students at the SJCCD ECHS Facilities. Pasadena ISD is responsible for meeting all federal and state regulations for providing food services to ECHS Program students including those students qualifying for the free and reduced meal program. Pasadena ISD shall be responsible for any property damage to the SJCCD food service equipment caused by the Pasadena ISD personnel at the SJCCD food service areas. SJCCD will provide designated and secure areas for Pasadena ISD Food Service Personnel to safely lock money collected from students. However, SJCCD assumes no liability for lost or stolen money. Pasadena ISD will assume responsibility for arranging appropriate security for transporting the monies from safes at the SJCCD ECHS Facilities to Pasadena ISD administration building following Pasadena ISD policy, procedures, and guidelines.

d. Other SJCCD Accessibility. Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the ECHS Programs reasonable access to all Central and South Campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with the ECHS Programs. Access for facilities, services, and resources will be addressed by the Collaborative Committees for each ECHS and appropriate SJCCD Dual Credit Offices.

e. Student Identification. ECHS Program students will have both a Pasadena ISD and SJCCD Identification Card which will give them access to the ECHS Program Facilities, the SJCCD ECHS Facilities, and resources available to all students enrolled at these institutions. The SJCCD students will be expected to carry both identification cards on their person at all times.

10. ECHS Program Faculty.

a. Faculty for High School Courses. To teach high school level courses in the ECHS Programs, Pasadena ISD instructors must meet certification requirements in their subject area to teach in the State of Texas. ECHS Program instructors teaching high school level courses will be selected based on the ECHS teacher job description and Pasadena ISD interview process and hiring practices. ECHS Program instructors teaching high school courses will be Pasadena ISD employees and will be supervised by Pasadena ISD. Pasadena ISD employees assigned to the ECHS Program will be evaluated by Pasadena ISD according to Applicable Law, Pasadena ISD policies and procedures, and criteria established by any teacher appraisal system adopted by Pasadena ISD.

b. Faculty for College Courses. Instructors teaching college courses must be employed SJCCD faculty members. Instructors must meet the SACSCOC standards for faculty credentials as outlined in the SACSCOC Faculty Credential Guidelines (see Appendix A). SJCCD shall select its instructors who teach the college courses in which ECHS Program students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual-enrollment courses. SJCCD shall supervise and

evaluate its instructors who teach college courses in which ECHS Program students are enrolled, in accordance with SJCCD performance management policies and procedures.

c. Pasadena ISD Employees as SJCCD Adjunct Faculty. As needed and to the extent permitted by Applicable Law, ECHS Program faculty who are Pasadena ISD employees and meet the requirements necessary to teach college level courses may apply for adjunct instructor status from SJCCD during their assignment. Those faculty who qualify and are hired as adjunct professors will adhere to the SJCCD syllabus associated with their respective disciplines and will be entitled to the services provided by SJCCD to other adjunct instructor faculty.

d. Compensation of Faculty Instructor Program Stipends. Each Party shall be responsible for the payment of the salary, benefits, and employment taxes of its respective employees performing services for or at the ECHS Programs. Pasadena ISD faculty functioning as college professors as part of the instructional day will be paid by Pasadena ISD. SJCCD will remit to Pasadena ISD the corresponding adjunct instructor hourly rate for all classes taught during Pasadena ISD's instructional day.

e. Professional Development. Pasadena ISD and SJCCD have a history of cooperation in staff development to support P-16 initiatives to ensure student success throughout all academic transitions and institutions. The collaboration to create the ECHS Program builds on that history of cooperation. In addition to common planning time during the day, SJCCD and Pasadena ISD will provide time for the ECHS Program teachers, whether teaching high school courses or college courses, to collaboratively create and implement a rigorous academic program. To ensure alignment, Pasadena ISD teachers assigned to the ECHS Programs will have the opportunity to meet with SJCCD faculty and observe instruction of college courses in preparation for teaching prerequisite courses not offered at SJCCD, and likewise, SJCCD instructors will have the opportunity to visit ECHS Program classrooms taught by Pasadena ISD faculty to support college level rigor in prerequisite classes taught at the ECHS Programs. Professional development for cross-over learning and collaboration will be planned and implemented by the ECHS Coordinator and the SJCCD Liaison. Both SJCCD and Pasadena ISD will share in the responsibility of assisting parents in preparing students for a "college going" and "college ready" culture. Additionally, each Party shall provide other professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Pasadena ISD and SJCCD will provide awareness opportunities to both high school and college instructors regarding the unique needs of high school students taking college courses.

11. Student Recruitment and Selection.

a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the ECHS Programs by focusing on qualified eighth grade students residing in the Pasadena ISD attendance zones in the Fall of each year. This recruitment process will include:

i. The distribution of recruitment/admission packets to all 8th grade students residing in the Pasadena ISD attendance zones;

ii. Meetings with all 7th- 8th grade counselors and faculty members at Pasadena ISD intermediate schools to discuss the ECHS Programs and answer questions;

iii. Student/parent meetings that will be held on intermediate school and high school campuses that explain the opportunities and commitment required of ECHS Program students; and

iv. Development of recruitment and admission information presented in a bilingual mode to the extent possible.

b. Admission Policies. Admission to ECHS Programs will be limited to students who are enrolled in Pasadena ISD. The Pasadena ISD and SJCCD recruitment teams will focus on at-risk students, historically underserved student populations, and first generation college students. Additionally, Pasadena ISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete applications for both ECHS Programs and SJCCD. Students must meet established SJCCD course requirements prior to enrollment. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses.

c. Student Enrollment. All ECHS Program students will take the college placement exams as required by Applicable Law and meet the minimum score requirements as determined by SJCCD in order to enroll in college courses. ECHS Program students must demonstrate college readiness as outlined in 19 Texas Administrative Code § 4.54 (Texas Success Initiative). The ECHS Program counselors and SJCCD Dual Credit Directors will work to ensure students receive pertinent information regarding higher education. SJCCD will complete registration for all ECHS Program students. Pasadena ISD is a designated testing site for the college entrance exams selected by SJCCD and will facilitate initial and subsequent administrations of these assessments for students. However, Pasadena ISD will transport students to SJCCD for administration of the selected college entrance exams as needed at no cost to students.

d. Transportation. In order to facilitate participation by the target population defined for the ECHS Programs, Pasadena ISD will provide transportation of the ECHS Program students to and from the PISD zoned high schools and the SJCCD ECHS Facilities. Transportation will be provided in accordance with Pasadena ISD policy for all required school days based on both instructional calendars of SJCCD and Pasadena ISD.

12. Academic Pathways

a. Courses of Study and Curriculum Alignment. The SJCCD Liaison and ECHS Coordinator will be responsible for working with ECHS Program faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. Pasadena ISD and SJCCD will develop an articulated four year course of study plan (grades 9-12) that meets the requirements of Applicable Law, enables participating students to:

i. Achieve the Foundation High School Program with an Endorsement and Distinguished Level of Achievement with Performance Acknowledgement (students graduating in 2017 will be able to achieve Recommended High School Program or Distinguished Achievement Program); and

ii. Complete the Texas Higher Education Coordinating Board (**THECB**) core curriculum (as defined by the Texas Administrative Code (TAC) §4.28), or an associate's degree, or at least 60 credit hours toward a baccalaureate degree within four years of entering high school; and

iii. Experience a seamless transition from grade level to grade level, moving from a schedule consisting of primarily high school courses in grades 9 and 10 to a focus on full time college courses during grades 11 and 12; and

iv. Experience high levels of rigor, acceleration, and support through both high school and college courses.

b. Course Compliance; Course Requirements; Monitoring. SJCCD and Pasadena ISD will seek full designation as Early College High School programs from TEA and THECB. Pasadena ISD shall be responsible for ensuring that high school curriculum courses meet the requirements of the Texas Essential Knowledge and Skills (or successor TEA requirements) and that ECHS Program students meet all high school graduation requirements, while earning college credit. Pasadena ISD will be responsible for monitoring and ensuring the quality of instruction for solely high school credit courses offered at the ECHS Programs. ECHS Program students must meet the prerequisites for the college course in which they plan to enroll. SJCCD will assess each student for readiness to engage in any college course. Based on such assessment, the SJCCD Liaison and the ECHS Deans will determine what forms of assistance and remediation may be needed by a student prior to the student's enrollment in a given college course. SJCCD is responsible for involving credentialed teaching faculty in the process of selecting and implementing college courses. SJCCD department chairs will monitor the quality of instruction in order to assure compliance with Applicable Law and this Agreement. College courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College academic courses shall be identified in the current edition of ACGM adopted by the THECB. College workforce education courses shall be identified in the current edition of the WECM adopted by the THECB. SJCCD will ensure that college course goals and standards are understood. The SJCCD, Pasadena ISD, and Pasadena ISD personnel will develop and refine a clear and coherent academic program across institutions.

c. High School Diploma and Degree. Within this framework, students may be able to earn the Foundation High School Program with an Endorsement and Distinguished Level of Achievement with Performance Acknowledgement (students graduating in 2017 will be able to achieve Recommended High School Program or Distinguished Achievement Program) and complete the Texas Higher Education Coordinating Board (**THECB**) core curriculum (as defined by the Texas Administrative Code (TAC) §4.28), or an associate's degree, or at least 60 credit

hours toward a baccalaureate degree within four years of entering high school. Students will be encouraged to pursue a basic associate degree course of study as an Associate of Arts or Associate of Science. SJCCD will give credit for courses that are at a higher level than taught by the high school; that have been evaluated and approved by the SJCCD curriculum approval process and for which Course Articulation Agreements have been approved. Professional / career certification opportunities will be evaluated by the ECHS Coordinator and the SJCCD Liaison.

d. Instructional Materials. Pasadena ISD will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for enrollment in classes for high school graduation credit at no cost to the student. Pasadena ISD and SJCCD will recommend at least a three year textbook adoption agreement for college textbooks. The funding of materials is addressed in Section 15.c. of this Agreement.

13. Students

a. Student Composition of Classes. ECHS Program students enrolled in SJCCD college courses at the SJCCD ECHS Facilities may attend classes composed of only ECHS Program students or may attend classes with regular SJCCD students enrolled in that college course.

b. Academic Policies. The academic policies of Pasadena ISD shall apply to all students enrolled in the ECHS Program. The academic policies of SJCCD shall apply to ECHS Program students as to college courses. Upon entry into the ECHS Program, students will be made aware of all policies to which they are subject.

c. Student Conduct. ECHS Program students are required to adhere to Pasadena ISD Board policies, procedures, and regulations of the Pasadena ISD Handbook, including the Student Code of Conduct, while at the ECHS Program Facilities, either on the high school campus or on the SJCCD campus, or any ECHS Program sponsored off-campus activity. ECHS Program students are required to adhere to the SJCCD policies, procedures, and regulations of the SJCCD Code of Student Conduct while at the SJCCD ECHS Facilities and any SJCCD sponsored off-campus activity that is available to ECHS Program students. The failure of any ECHS Program student to comply with the policies, procedures, and regulations of either Party will be subject to the appropriate action taken by Pasadena ISD and SJCCD, where appropriate, including suspension and dismissal from the ECHS Program. All disciplinary action, including, suspension and dismissal from the ECHS Program shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of Pasadena ISD and SJCCD, the Parties will collaborate to resolve the conflict.

d. Safety.

i. Accidents/Emergency Incidents If any ECHS Program student, instructor, or administrator should experience an accident, sudden illness or commit a law violating behavior while at the ECHS Facilities not on SJCCD property, the response to such incidents will be based on Pasadena ISD policies, procedures, regulations, and guidelines. If any ECHS Program student, instructor, or administrator should experience an accident, sudden illness, or commit a law

violating behavior while at the SJCCD ECHS Facilities, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. Accordingly, while at an ECHS Facility not on college property, the policies and procedures for building use, emergency response, and safety of Pasadena ISD shall apply and while at an SJCCD ECHS Facility, the policies and procedures for building use, emergency response, and safety of SJCCD shall apply.

ii. Visitor Check-in. As small learning communities within the comprehensive high school campuses, all ECHS Program visitors and guests to the ECHS Program Facilities will be required to check-in through the main reception area and obtain a visitor pass including a safety check through the Raptor system. Additionally, the Pasadena ISD Police Department will have designated appropriate law enforcement to provide security to the comprehensive high schools, including ECHS Programs.

iii. Background Checks; Criminal History. All ECHS Program personnel and SJCCD Instructors teaching at the ECHS Program Facilities will be required to go through a background check as per Pasadena ISD policy and procedures. In accordance with state mandated requirements, a criminal history check will be conducted for all persons who have regular contact with students, including all faculty, Pasadena ISD personnel, and SJCCD personnel who will be having continual responsibilities with students located at the ECHS Program Facilities. Pasadena ISD will be responsible for ensuring that all ECHS Program staff follows Pasadena ISD policies and procedures for this background check. The Pasadena ISD Human Resources Department shall be responsible for completion of the required criminal history check for all Pasadena ISD employees. SJCCD accepts this responsibility, coordinated by the SJCCD Liaison, for all SJCCD employees and college tutors serving students of the ECHS Programs. SJCCD will ensure that SJCCD Instructors and personnel working at the ECHS Program Facilities meet the requirements and follow the Pasadena ISD policies and procedures for the background check.

iv. Reporting of Child Abuse and Criminal Activity. All members of ECHS Program faculty and administration, as well as any other party connected to the Program, must comply with all Applicable Law regarding the report of any and all alleged child abuse, school-related crimes, and sexual molestation.

e. Eligibility for Financial Aid. In addition to any financial support and assistance provided by the Parties as set forth in this Agreement, the Parties will collaborate on identifying third party sources of financial assistance, including, without limitation, State, federal, and other grants; fundraising efforts for the ECHS Programs; and partnerships with baccalaureate-granting institutions for scholarships to their institutions.

f. Accounting for Attendance. For the 9th and 10th grade portion of the ECHS Programs, the Parties shall comply with the TEA Attendance Handbook attendance requirements and TEA accountability requirements for credit in high school courses. With respect to the 11th and 12th grade portion of the ECHS Programs and any dual credit or college courses, if required, Pasadena ISD will submit a request for applicable waivers to TEA to accommodate the SJCCD schedule for ECHS Program students. Each ECHS Program faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Law. As applicable, the Parties will refer to the TEA Guidance for the ECHS Program – Dual Enrollment Credit Attendance for documenting formal attendance taking procedures.

g. Grading Periods and Policies; Transcribing. The ECHS Programs will follow the grading policies established by Pasadena ISD for high school and dual credit courses entered on an ECHS Program's student's official Pasadena ISD transcript. SJCCD will follow grading policies established by SJCCD for dual credit college courses entered on an ECHS Program's student's official SJCCD transcript. For college courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course. SJCCD will report a letter or numerical grade based on the SJCCD grading scale to Pasadena ISD, which may adapt the grade as required to conform to Pasadena ISD policies and procedures. SJCCD will provide approximate mid-term grade averages in addition to semester grades.

h. Student Assessment. All ECHS Program students are required to participate in required state, national and federal assessments, which will be administered by the ECHS Program staff. SJCCD agrees to make accommodations in course scheduling and attendance so that ECHS Program students are not penalized in their college credit courses for their participation in the required state, national and federal assessments.

i. Student Records. In accordance with Applicable Law, Pasadena ISD will maintain student records pertaining to ECHS Programs and provide SJCCD copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for SJCCD to perform its obligations under this Agreement. Both Parties will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the ECHS Program students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

j. Student Support Services.

i. Communication and Planning. The ECHS Coordinator and SJCCD liaison will identify and develop procedures for collecting and sharing data between the Parties on a continuous basis in order to evaluate program effectiveness. The Advisory Council will also meet to discuss the data and focus on strategies for supporting student success. Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed.

ii. Bridge Program. All incoming ECHS Program students will begin preparing for success by participating in a mandatory bridge program, which will provide an intensive focus in core subject areas based on individualized student need, college entrance exam preparation, and introductory college readiness skills ("**Bridge Program**"). The Bridge Program builds the foundational academic and study skills needed for student success in rigorous college level courses. In addition to serving incoming 9th grade students, the ECHS Program Bridge

Program will also support students in meeting TSI testing requirements and preparing for transition to the SJCCD campus in 11th/12th grade.

iii. Mentoring. At SJCCD, students will receive support through supplemental instruction, SJCCD tutors, and/or additional sources identified. Support will be provided through a SJCCD tutor that travels to the comprehensive high schools to support 9th and 10th grade college courses. Students in 11th and 12th grade will have access to on-campus and online student support services and tutoring support offered by SJCCD as needed.

iv. Counseling and Academic Support. To ensure academic success, the Parties will provide counseling and academic support services, as needed. Pasadena ISD will assign a specific counselor to each ECHS Program who will provide academic and counseling support to the ECHS Program students and their parents and work with the appropriate SJCCD Dual Credit Director in the areas of test preparation, remediation, and the development of an integrated support system for ECHS Program students across the two institutions. The ECHS Program counselors and Dual Credit Directors will work to ensure students receive pertinent information regarding higher education, FAFSA, financial assistance, and assistance waivers for tuition and fees. The ECHS Program counselors and SJCCD Dual Credit Directors will collaboratively develop and implement academic support services within the Program of study. The dual credit office staff will provide academic and career counseling to support the ECHS Program students. SJCCD will provide tutorial support to ECHS Program students through the Student Success Center on each SJCCD campus and will provide academic support to ECHS Program students attending classes at the SJCCD ECHS Facility at a level commensurate with the academic support provided to other SJCCD students. The SJCCD Dual Credit Directors will inform the ECHS Program administration of students with excessive absences and academic concerns in college courses prior to the end of a semester to provide for intervention for success on an ongoing and continuous basis. All ECHS Program students will be taught AVID college readiness strategies. AVID methodologies support the acquisition of college readiness skills and development of a college going culture. Through the use of AVID resources and strategies, students will cultivate academic behaviors critical for college success including organization, time management, note-taking structures, and individual and peer study skills. Students also will build “college knowledge” by learning about topics such as the college admission process and requirements, grade point averages, transcripts, degree plans, class registration, and college grading practices. The ECHS Program staff will consist of AVID trained teachers, who are prepared to fulfill the role of mentor/advisor for their students. Teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans with the support of the counseling staff from Pasadena ISD and the SJCCD educational planner.

v. Outreach to Parents and Community. As an additional means of creating the college culture at the ECHS Programs, the ECHS Program staff will provide information and support to the parents and the community. The ECHS Program staff will host college focused activities for students, parents, and community members in order to foster the growth of college and career awareness for all stakeholders. Examples of the activities offered may include, but are not limited to, college and career fairs, college major night, college field trips, parent organizations, open house, parent and community newsletters, and parent workshop series

aimed at developing “college knowledge.” All parent and community outreach activities will be offered in English and Spanish, to the extent possible, in order to serve the language needs of the community.

14. **Program Evaluation; Reporting.** The ECHS Program Advisory Council will evaluate the effectiveness of the ECHS Programs each academic year. The results of the evaluation will be reported at the end of each academic year. The Parties will collaborate to ensure that this evaluation satisfies all Applicable Law for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the ECHS Programs. An annual report and other reports, as required, will be prepared and submitted to TEA on the progress of the ECHS Programs under its purview. The Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the ECHS Programs to be submitted to TEA and as may be required by THECB. The report will be provided to both SJCCD and Pasadena ISD, and others as deemed appropriate.

15. **Fiscal Matters.**

a. **Rules for Charging Students.** Students enrolled in the ECHS Programs will not be charged for costs associated with the ECHS Programs for tuition and fees or textbooks for first time enrollment in college courses, repeating a course due to failure, administration of college placement exams, or fees required by SJCCD for other students enrolled in SJCCD. Students who are repeating a course or choose to accelerate their schedule by enrolling in courses during the summer are responsible for all associated tuition and course fees. The Parties’ respective obligations for covering or waiving fees and costs are set forth in Sections 15(b) through 15(d).

b. **Tuition and Fees.** During the Term, SJCCD will waive seventy-five percent (75%) of the tuition and fees for all ECHS Program students enrolled in college-credit courses for dual credit. Pasadena ISD will pay to SJCCD twenty-five percent (25%) of the tuition and fees associated with the college courses and will provide textbooks, instructional materials, or any costs associated with enrollment for current ECHS students enrolled in college courses at SJCCD. Notwithstanding the foregoing, SJCCD will waive 100% of the tuition for ECHS Program students enrolled in EDUC 1300 or PSYC 1300 courses.

c. **Textbooks and Instructional Materials.** Pasadena ISD will apply to the Texas Education Agency for textbook waivers for college instructional materials. If the applications for textbook waivers are not successful, Pasadena ISD will assume responsibility of providing college texts and supplemental materials required for classes to the ECHS Program students. Pasadena ISD will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for enrollment in classes for high school graduation credit at no cost to the student. Pasadena ISD and SJCCD will agree to at least a three year textbook adoption agreement for college textbooks.

d. **Fund Sources.** Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. Using local funds, Pasadena ISD is responsible for and will support the ECHS Programs’ day-to-day operational, instructional, and administrative costs, including administrative and staff salaries and benefits for ECHS Program Deans,

Counselors, and any other Pasadena ISD employees assigned to the ECHS Programs; transportation costs; professional development costs; and other school related expenditures. Except as otherwise set forth herein, Pasadena ISD is responsible for all costs associated with the ECHS Program Facilities and SJCCD is responsible for all costs associated with the SJCCD ECHS Facility. Pasadena ISD will address any funding requirements for future technology needs of the ECHS Programs. SJCCD has agreed to provide administrative, instructional, and support services as set forth in this Agreement, as well as 75% tuition waiver (or 100% for the two courses listed in Section 15(b)).

e. Change in Funding and/or Applicable Law. The Parties agree that in the event of any material change in the State funding of dual enrollment programs during the Term of this Agreement, the Parties will negotiate in good faith to amend this Agreement to adjust the funding arrangements to equitably accommodate such change. In the event that the Parties are unable to agree upon a written amendment to this Agreement encompassing a changed funding mechanism within forty-five (45) days of the State action effectuating the change in State funding, either Party may terminate this Agreement without penalty or any further obligation upon an additional ten (10) day written notice to the other Party.

f. Fiscal Agent. Pasadena ISD will act as the fiscal agent for the purposes of this Agreement. Under this arrangement, the Pasadena ISD will be the recipient of ECHS Programs funds and will be acting as the intermediary for the ECHS Programs.

16. Release. To the extent permitted by Applicable Law, Pasadena ISD agrees to and does hereby release SJCCD and its trustees, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of Pasadena ISD or its trustees, employees, agents, officers and representatives. To the extent permitted by Applicable Law, SJCCD agrees to and does hereby release Pasadena ISD and its trustees, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of SJCCD or its trustees, employees, agents, officers and representatives.

17. Insurance. Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on the other Party's campus and property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the ECHS Program under this Agreement.

18. Termination of the Agreement.

a. Termination for Cause. Either Party may terminate this Agreement due to the default of the other Party. An event of default shall be deemed to have occurred if a Party commits a material breach of any provision of this Agreement. In the event of default, the non-breaching Party shall provide written notice to the other Party of the breach specifying the provision claimed to be breached. Except in the event of a default that threatens the health or safety of students in which the non-breaching Party may terminate this Agreement immediately,

the breaching Party shall have thirty (30) days to cure such default. If the breaching Party fails to cure the breach within such 30-day time period, the non-breaching Party may terminate this Agreement upon written notice to the other Party and shall be entitled to any remedies available in equity or law for such breach.

b. Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause or penalty and without further obligation upon sixty (60) days written notice to the other Party. In the event of termination for convenience, the Collaborative Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws.

c. Termination Due to Change in Applicable Law. Subject to Section 15(e), either or both Parties may terminate this Agreement in the event that TEA fails to approve the ECHS Program for the next school year or that a change in Applicable Law poses a hardship on either Party in its performance under this Agreement or makes the obligations of either Party untenable. Termination for a change in Applicable Law or failure to receive Program approval shall occur at the end of the then current contract year or earlier as may be agreed by the Parties.

d. Effect of Termination. Should SJCCD or Pasadena ISD terminate their participation in the ECHS Programs they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

e. Discontinuance of ECHS Programs. Pasadena ISD and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of ECHS Programs. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and Pasadena ISD will continue to meet all of the required elements of an early college high school program and provide full support for all students enrolled in ECHS Programs. During the teach-out period, no new or additional students will be enrolled in ECHS Programs in grades that have been phased out. If ECHS Programs have only ninth and/or ninth and tenth grade cohorts, the ECHS Programs will be closed down at the end of the school year in which the decision is made to discontinue operations. If ECHS Programs have eleventh and/or eleventh and twelfth grade cohorts, operation will continue through the graduation date for the eleventh grade cohort. During this time, services may continue to be offered for enrolled ninth and tenth grade students through scheduled graduation for the cohort(s); however, a continuation of services is not required.

19. Miscellaneous Provisions.

a. Amendments. This Agreement may be modified and amended only by written signed by both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.

b. Governing Law; Venue. This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The Parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

c. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and Pasadena ISD may teach college courses as adjunct professors of SJCCD or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

d. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

e. Assignment. Neither Party may assign its interest in the Agreement without the written permission of the other Party.

f. No Waiver of Immunity. The execution of this Agreement and the performance of either Party of any of its obligations hereunder are not, and are not intended to waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to both Parties and its trustees, officers, employees, or agents under federal or Texas Law

g. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others. No subsequent change or modification of this Agreement is binding unless in writing and signed by the Parties.

h. Notice. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, by overnight courier, or any manner permitted under the Texas Electronics Transactions Act, and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

If to Pasadena ISD: Superintendent of Schools
1515 Cherrybrook Lane
Pasadena, Texas 77502
Telephone: 713-740-0000
Facsimile: 713-740-4170

With a copy to: Deputy Superintendent of Academic Achievement
1515 Cherrybrook Lane
Pasadena, Texas 77502
Telephone: 713-740-0000
Facsimile: 713-740-4170

If to SJCCD: Chancellor
4624 Fairmont Parkway, Suite 200
Pasadena, Texas 77504
Telephone: 281-998-6100
Facsimile: 281-998-6324

With a copy to: Director of Contracts and Purchasing Services
4620 Fairmont Parkway
Pasadena, Texas 77504
Telephone: 281-998-6103
Facsimile: 281-998-6322

or to such other persons or places as either party may from time to time designate by written notice to the other.

i. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

j. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

k. No Third-Party Rights. This Agreement is made for the sole benefit of Pasadena ISD and SJCCD and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

l. Counterparts. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of July 1, 2016:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Brenda Hellyer, Chancellor

By: _____
Mr. Dan Mims, Chairman, Board of Trustees

PASADENA INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. DeAnn Powell, Superintendent of Schools

By: _____
Mrs. Neida Sullivan, President, Board of Trustees