



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, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Galena Park Independent School District**, a public school district established by law and political subdivision of the State of Texas ("ISD" or "District") as of the date the second of the Parties executes this Agreement ("Effective Date"). Individually, SJCCD or Galena Park ISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 25, 2025** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites in accordance with 19, Texas Administrative Code § 4.84(c)(11) for dual credit partnerships between public school districts and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with public school districts in the College's service area. A major initiative promoting a college-going and college graduation culture is the SJCCD's Early College High School ("ECHS") dual credit program, which complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for ECHS programs and dual credit partnerships between secondary schools and Texas public colleges to offer ECHS programs and dual credit courses and programs to qualified students. The term 'partnership' as used in this Agreement refers to the early college high school and dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4,

Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level credit and, for qualifying students, to combine high school courses and college-level courses during grades 9-12 and complete the students' high school diplomas and either an associate's degree or at least sixty (60) semester hours toward a baccalaureate degree. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the continuing operation of an Early College High School (ECHS) on the SJCCD North campus.

IV. NON-DISCRIMINATION

The College and the District are committed to equal opportunity for all students, employees, and applicants without regard to race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status in accordance with Applicable Law.

No person, including students, faculty, staff, part-time, and temporary workers, will be excluded from participation in, denied the benefits of, or be subjected to discrimination or harassment under any program or activity sponsored or conducted by the College or the District on the basis of the categories listed.

For more information on the College's non-discrimination policy, see [Board Policy IV-B: Policies on Equal Opportunity](#) and [Policy III.3006.D: Sexual Misconduct](#).

For more information on the District non-discrimination policy see, <https://www.galenaparkisd.com/Page/3444>.

The District will designate a specific District official that is certified as a Title IX Investigator to serve as the authorized liaison for the SJCCD Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel or student matter.

The Parties acknowledge their respective duties and obligations to enforce their student codes of conduct and policies applicable to both students and staff, as well as investigate and address reports of concerns that implicate state and federal law, including, but not limited to, Title IX of the Education Amendments of 1974. To ensure that both Parties comply with these occasional overlapping obligations, the Parties agree that their designees responsible for discharging these duties will act cooperatively, communicate fully, and share information as permitted by Applicable Law.

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the ECHS program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas

Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

VI. PURPOSE

In 2014, Galena Park ISD and SJCCD established an Early College High School (ECHS) with a Career and Technical Education (CTE) focus. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the continuing operation of the CTE Early College High School (ECHS). The CTE ECHS will provide students with workforce ready training, certifications, and/or an Associate of Applied Science upon completion of high school by combining a four-year high school with an early college program component ("Program") thus allowing eligible students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the ECHS and dual credit program as required by Applicable Law including student learning and support programs. The ECHS will enroll approximately 125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12.

VII. GOVERNANCE AND ORGANIZATION

- a) The ECHS will establish a Steering Committee consisting of high-level personnel with decision-making authority who meet regularly and report to both SJCCD and the District.
- b) Members of the Steering Committee will include at least 6 cabinet-level representatives from the District. Members of the Steering Committee will include at least the following 6 SJCCD representatives: President and Deputy Chancellor, Associate Vice Chancellor for Student Success, the Dean of Student Development, the Director of Dual Credit, campus Provost. Other appropriate SJCCD campus and district personnel, as determined by SJCCD and the district, may be included.
- c) The Steering Committee will meet at least annually and as needed. The Steering Committee will be charged with the overall oversight of the ECHS. Its responsibilities will include:
 1. Developing and implementing the academic and professional policy as relates to the ECHS;
 2. Developing long-term strategic priorities for the ECHS Program along with a work plan for how to achieve programmatic goals in coordination with District and campus improvement planning
 3. Developing and implementing budgets and financial policy as related to the ECHS;
 4. Insuring adherence to Applicable Law that affects the well-being of students enrolled in ECHS;
 5. Reviewing the Agreement and suggesting revisions as necessary or advisable; Ensuring that annual outcomes-based measures are met;
 6. Providing annual reports to the District's and the College's governing boards, as well as to the public. Reviewing formative data to ensure the ECHS is on-track to meet outcome-based measures; and
 7. Guiding mid-course corrections as needed.
- d) SJCCD will provide a representative to participate in the process of hiring the ECHS Principal, who shall be an employee of the District. The District will provide a representative to participate in the process of hiring the SJCCD Dual Credit Director, who shall be an SJCCD employee. The Dual Credit Director shall serve as SJCCD Liaison with the District as it relates to the ECHS and will cooperate with and facilitate communication between the District and SJCCD. The Dual Credit Director will meet with the ECHS Principal, on-site administrator (if other than the ECHS Principal), and other representatives as may be needed to support the ECHS.
- e) Except for building use policies or as otherwise set forth in this Agreement or required by Applicable Law, policies and procedures relating to the high school portion of the Program and ECHS shall be governed by District policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and ECHS shall be governed by the SJCCD policies and procedures. The ECHS Principal will have decision-making authority in matters of budgeting, staffing for non-college level courses, scheduling, student assessment for non-college level courses and requirements, curriculum for non-college level courses, and professional development in congruence with District policy and ECHS procedures. SJCCD, in cooperation with the ECHS Principal, shall be responsible for assessing participating students for readiness for college-level courses and for developing and implementing an evaluation process for measuring the effectiveness of the Program. The Program courses will be

the same college-level courses offered by SJCCD to non- Program students. SJCCD shall be responsible for selecting instructors for college-level courses in accordance with SJCCD faculty credentialing and other requirements, Applicable Law, and SJCCD policies and regulations for supervising instructors of college-level courses.

- f) SJCCD will provide classroom, office, and other space for the ECHS Program at the ECHS Facility as indicated. The District will support the ECHS' day-to-day operational costs, including administrative and staff salaries, transportation, and facility and other school-related expenditures

VIII. ELIGIBLE COURSES

- a) The Program will include courses that enable participating students the opportunity to complete high school graduation requirements and either earn up to sixty (60) credit hours towards an associate degree and/or 15 to 30 credit hours, as required and applicable, towards a certificate of technology. The Crosswalk (as hereinafter defined) will provide pathways to postsecondary credentials. The Parties acknowledge that some of the Program courses will be for high school credit only but are designed to prepare the student for the dual credit college courses to achieve the purposes of the Program. Any courses offered at the ECHS for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the LDACGM adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of WECM adopted by the THECB, or a foreign language course.
- b) Prior to the commencement of the classes, the College and the District will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein.
- c) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- d) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.
- e) A corresponding PEIMS high school course code as identified in the current PEIMS Data Standards manual adopted by the State Board of Education shall be provided by the District indicating the high school course(s) for which high school credit shall also be awarded.
- f) Developmental and remedial courses are not offered for dual credit.
- g) The College and the District agree that SJCCD policies and practices regulating SJCCD dual credit courses will be followed.

IX. STUDENT ELIGIBILITY REQUIREMENTS

- a) To be eligible for ECHS dual credit enrollment at SJCCD, the high school student must be enrolled full-time in the District and must:
 - 1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the District.

2. Must meet ECHS dual credit admissions and eligibility requirements as required by Applicable Law, including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) The District shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
 - c) Beginning June 2023, ECHS students taking the TSIA at SJCCD will not be charged for up to 5 attempts on sections of the Texas Success Initiative Assessment (TSIA). The student's account will be charged for any additional testing attempts at the current SJCCD Board approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment. The ISD will cover the cost for the student for any additional testing beyond the 5 attempts.
 - d) The District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

X. ECHS FACILITIES

- a) SJCCD will provide a dedicated space on the appropriate campus for the ECHS. This space will include core learning classrooms, administrative and student support areas, and other space as determined by the Parties. As the number of students increases, subject to space requirements of SJCCD for students participating in the regular college program on the campus, additional space may be provided to meet these needs of the ECHS. Non-contiguous classrooms will be utilized for specialized facilities (e.g., science labs, fine arts, physical education) and for college credit classes taught in departmental buildings.
- b) Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the ECHS Program reasonable access to all the SJCCD designated campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with the ECHS. Access for facilities, services, and resources will be addressed by the ECHS Steering Committee and SJCCD Dual Credit Office.
- c) Maintenance and operation of SJCCD facilities and campuses is the responsibility of SJCCD and SJCCD personnel. This includes but is not limited to operation, inspection and repair of utilities systems, lights, air conditioning, plumbing, elevators, fire alarm, access control, sidewalks, parking lots, campus and facilities signage, painting, pest management, grounds management, custodial services, and technology infrastructure.
- d) As required, SJCCD personnel will access the SJCCD ECHS facilities and classrooms to perform required maintenance, repairs, and inspections. SJCCD will work with the ECHS to ensure that these activities are conducted during reasonable time frames with minimal interruptions to academic activities.
- e) SJCCD retains the responsibility for assuring compliance with applicable codes, laws, and standards and will carry out tests and services on SJCCD facilities systems to ensure that compliance. ECHS personnel will ensure that the activities within the SJCCD ECHS facilities do not jeopardize the safe use and occupancy of the facility including but not limited to

altering or disabling any fire alarm device, exceeding occupancies, or restricting any exit or access passageways.

- f) College facilities will be unavailable for occupancy on those days specified in the SJCCD academic calendar under "Facilities and/or Utilities Systems Maintenance." Exceptions to these dates must be discussed with the Dual Credit Director at the start of the semester.
- g) Furniture and related equipment located in SJCCD ECHS spaces and supplied by SJCCD will be repaired, and as necessary, moved between rooms and buildings by SJCCD personnel.
- h) ECHS personnel can make requests for SJCCD facilities and maintenance support through the Facilities Services website: <https://www.sanjac.edu/facilities>.
- i) ECHS students and personnel will follow posting and signage guidelines with respect to SJCCD facilities as set forth in SJCCD policy and the student handbook.
- j) ECHS students will have a District and a SJCCD identification card, which will give them access to SJCCD facilities and resources available to all students enrolled at SJCCD.

XI. TRANSPORTATION

SJCCD will not provide student transportation. The District will provide students appropriate transportation under State law and District rules and procedures. The District agrees to schedule appropriate transportation to ensure arrival at the College's campus early enough to allow students to be on time for class. The District will provide students appropriate transportation on days that constitute holidays and days off for the District when the College is open and operating classes.

XII. STUDENT COMPOSITION OF CLASS

ECHS students enrolled in SJCCD college-level courses may attend classes composed of only ECHS students or may attend classes with regular SJCCD students enrolled in that college-level class.

XIII. FACULTY SELECTION, SUPERVISION, AND EVALUATION

- a) The District shall select, hire, supervise, and evaluate all high school instructors who teach ECHS high school courses according to District policies and procedures. All ECHS instructors must meet state certification requirements in their subject area to teach in the state of Texas and be designated as highly qualified.
- b) The College shall select, hire, supervise, and evaluate all instructors of ECHS dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimal requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- c) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- d) The School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for the SJCCD Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

- e) 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.
- f) Payment for any high school faculty teaching college courses at the high school during their regular work day will be paid to the ISD at a rate approved by the Board of Trustees. The ISD may choose how to compensate its high school faculty for their additional work as a college faculty member teaching dual credit students.
- g) The School District shall ensure that SJC instructors teaching at the high school have parking passes, school IDs, and classroom keys issued the week before classes start.
- h) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the ECHS Principal and the SJCCD Liaison when appropriate.
- i) Required professional development and activities for high school faculty teaching college courses includes:
 - a. Attendance at SJCCD departmental meetings.
 - b. Attendance at New Faculty Orientation as part of the new hire process.
 - c. Completion of new faculty training during new hire process.
 - d. Completion of mandatory SJCCD annual compliance training.
 - e. Completion of course evaluation or assessment.
 - f. Classroom observations or meetings with the department chair.

XIV. COURSE CURRICULUM, INSTRUCTION AND GRADING

- a) The College shall ensure that all dual credit courses meet the same standards as any other College course with respect to the curriculum, materials, instruction, and method of student evaluation. These standards shall be upheld regardless of the student composition of the dual credit class.
- b) The course syllabus will be available to students through the Blackboard Learning Management System. The syllabus will contain the following information: course description; learning outcomes; a list of required materials/textbook(s) for the course; the method(s) of instruction; grading policy; instructor’s office hours and location; method of student evaluation; general classroom policies including attendance; a calendar of lecture/discussion topics and assignment due dates; and other material deemed pertinent by the instructor.
- c) All faculty teaching dual credit students will follow the College Grading System as stated in the SJCCD Catalog as well as the grading criteria in the department approved syllabus.

SJC Grade	SJCCD Numerical Range	SJCCD Definition	SJCCD Point Value
A	90-100	Excellent, superior achievement	4
B	80-89	Good, above average achievement	3
C	70-79	Average, acceptable achievement	2
D	60-69	Passing, marginal achievement	1
F	59 and below	Failure, unsatisfactory achievement	0
FX	59 and below	Failure, unsatisfactory achievement due to absences	0

I		Incomplete	0
NG		No Grade Reported	0
W		Withdrawal, not included in 6 drop limit	0
WL		Withdrawal, included in 6 drop limit	0

- d) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinative. College and District officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- e) Beginning with the Fall 2023 semester, final grades shall be submitted by the College to the District's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The District is responsible for determining the numerical grade equivalent for their students.
- f) Beginning with the Fall 2023 semester, midterm grades shall be submitted by the College to the District's high school in which the student is enrolled through the secure online dual credit dashboard or through a secure spreadsheet. The midterm grade sent to the District from the College will be a letter grade. The District is responsible for determining the numerical grade equivalent for their students.
- g) The ECHS will be responsible for providing textbooks, equipment, and supplemental materials required for classes at no cost to the student. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with the success of students enrolled in the Program, the District shall make available to each student the required textbooks and materials on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.
- h) The District and SJCCD will develop an articulated four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during grades 11 and 12, and represents high levels of rigor, acceleration, and support. SJCCD and the District will collaborate to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.
- i) ECHS students may be able to earn their high school diploma within a four-year time frame and 60 credit hours towards an Associate degree and/or 15 to 30 credit hours toward a Certificate as required and applicable. ECHS students may also be able to earn the Distinguished Level of Achievement diploma or graduate with any of the five (5) options for endorsements in accordance with Applicable Law. The District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and other Applicable Law and that the ECHS students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. The District will be responsible for monitoring and ensuring the

quality of instruction for the high school credit courses offered at the ECHS. ECHS students must meet all the regular prerequisites for any college-level course. SJCCD will assess each student for readiness to engage in any college-level course.

XV. ATTENDANCE/CALENDAR

- a) ECHS Program classes will align with the College Academic Calendar including SJCCD student holidays. ECHS students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the District when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the District. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) The instructional calendar for the high school portion of the ECHS will be based on the District's calendar and comply with all related TEA regulations for attendance. The District will adjust its schedule if necessary to enable the ECHS students to enroll in and attend the college-level courses provided by SJCCD. 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 calendar may vary from that of the District in order to best fit the needs of students and reasonably interrelate with the SJCCD academic calendar.
- c) College courses and exams should take reasonable priority over District activities. All students enrolled in the ECHS are responsible for notifying their college instructor if they are missing any classes and must follow course policies on syllabus concerning attendance.
- d) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet scheduling needs of the District.
- e) Students must report regularly and promptly to dual credit Program courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are required to ensure arrival at the College's campus early enough to be on time for class.
- f) The Parties shall comply with Applicable Law in crediting attendance in the Program courses. Each ECHS faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Law.
- g) All ECHS students are required to participate in required state, national and federal assessments, which will be administered by the ECHS staff. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that ECHS students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The District shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XVI. WITHDRAWAL FROM COLLEGE COURSES

- a) Students enrolled in the ECHS Dual Credit Program who desire to withdraw from college courses must speak with the SJCCD Dual Credit office and their high school counselor or other high school designated administrator to fully understand how the drop will impact their educational path at the high school and at SJCCD.
- b) All dates regarding withdrawal deadlines published on the SJCCD website shall apply to dual credit Program students. Once the final withdrawal deadline has passed, the student shall have no further opportunities for withdrawal thereafter and will receive the grade earned in the class.
- c) The District shall not implement any policy or procedure that prohibits or restricts a dual credit ECHS student from withdrawing from a college course.

XVII. TRANSCRIPTION OF CREDIT

Grades for college courses will be transcribed upon successful completion of the College's end of term processing following the College's academic calendar.

XVIII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained by either Party will be used solely for the purposes of performing that Party's obligations and as otherwise set forth in this Agreement. The College and the District shall comply with the requirements of the FERPA and its implementing regulations; and shall provide all safeguards for the protection of the confidentiality of student and parent data. Each Party will notify its designated individuals who are authorized to access individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.
- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless required or authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.
- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.

- g) In addition to any other reports to which the Parties have agreed or other reporting requirements expressly set forth herein, the Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the ECHS to be submitted to TEA and as may be required by the THECB. The reports will be provided to each Party and others as deemed appropriate. Data regarding student progress and success will be collected and shared as deemed appropriate.
- h) Data regarding student designation or participation in free and reduced lunch programs at the District will be collected and shared as deemed appropriate and as required for the implementation of the Financial Aid for Swift Transfer (FAST) program.

XIX. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- a) Students enrolled in the ECHS Program are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students except in limited cases where the service would be duplicative of services provided by the District or where utilizing the College's services would not be applicable to the ECHS student such as College meal plans and mental health counseling.
- b) The School District may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to the ECHS dual credit students enrolled in the Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the District homepage. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The District will assign a specific counselor to the ECHS to provide both academic and counseling support. The College and the District will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The Educational Planner in the Dual Credit Office offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit web site. In active collaboration with the College, the District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).
- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by the District and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce

Commission. Links to these tools are located on the District web site and the SJCCD Dual Credit web page.

- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. If the ECHS class is taught by SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the District's high school counselor responsible for determining accommodations. If the class is taught by a member of the District faculty, the District's high school will be responsible for providing the classroom accommodations.
- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the District. The College disseminates the most current dual credit and ECHS information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XX. STUDENT CONDUCT

- a) Students enrolled in the ECHS are required to adhere to both the District and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the District's code of student conduct while at SJCCD facilities. The failure of any ECHS Program student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the District, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the ECHS Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the District and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by ECHS students against ISD or SJCCD properties must be reported to or shared with Compliance and Judicial Affairs or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>. A student may report a grievance or complaint at the following link: https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XXI. ACCIDENTS/EMERGENCIES

Due to federally mandated reporting and procedural requirements applicable specifically to higher education institutions, the procedures set forth in this section will apply in the event any ECHS student, instructor, or administrator experiences a physical, mental, or emotional crisis including behavior, or a threat thereof, that is law-violating or that may pose a threat to the safety and welfare

of the SJCCD college community. Incidents or behaviors that may affect the safety and welfare of a student or students will also follow the provisions of this section. If such an event occurs while the individual is on SJCCD property or attending an SJCCD-sponsored event or activity off campus, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. If such an event occurs while the individual is not on SJCCD property or attending a District-sponsored event or activity off campus, the response to such incidents will be based on District policies, procedures, regulations, and guidelines. Accordingly, while on the College's property, the policies and procedures of SJCCD related building use, emergency response, and safety of shall apply, to the extent applicable. The District shall notify the SJCCD Office of Emergency Services at the start of the semester of any planned drills or exercises conducted by the District conducted on SJCCD property. Both Parties agree to share all information regarding the event as soon as safely possible utilizing the agreed upon reporting processes.

XXII. CONCEALED HANDGUN NOTICE

Pursuant to Texas Senate Bill 11 (2019 Regular Session of the Legislature), and in accordance with SJCCD Policy III.3000.A: Campus Carry, a holder of a valid license to carry who is age 21 or older is authorized to possess a concealed handgun on SJCCD property. The policy also identifies certain campus locations and activities that a valid licensed to carry holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the College including the areas designated for the ECHS. More information can be found at <https://www.sanjac.edu/policy-iii3000a-campus-carry>.

XXIII. FUNDING

- a) State funding for dual credit courses is available to both the District and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in the ECHS will not be directly charged for costs associated with the Program for tuition and fees, textbooks, administration of a college placement exam, or fees required by SJCCD for other students enrolled in SJCCD.
- c) ECHS Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. As of Fall 2023, the current waiver is 75% of tuition and fees for in-district and out-of-district students, and 76% of tuition and fees for out-of-state students. The remaining tuition and fees will be paid by the District to SJCCD.
- d) The College's Board of Trustees reserves the right to adjust tuition and fees or waivers as deemed necessary or advisable during the year and will provide written notice to the District prior to any adjustments to tuition, fees, or waivers being made. Upon receipt of this notice, the District shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.

- e) The District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for District students enrolled in the Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. The District will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the District. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45-days of the billing date:

San Jacinto Community College District
Attn: Accts. Receivable
4624 Fairmont Parkway Ste. A2-214
Pasadena, TX. 77504

SJCCD Invoicing Contact:

Primary: Morgan West morgan.west@sjcd.edu 281-991-2665

Secondary: Esmeralda Parrales esmeralda.parrales@sjcd.edu 281-998-6145

- f) Physical Education is not part of the Associate Degree plan but part of the high school graduation requirements. SJCCD will not be responsible for instruction in physical education. The District may utilize a designated area of the SJCCD North campus facility for providing that instruction. Because PHED courses are not required for a degree at SJCCD, the dual credit tuition waiver will not apply to the tuition for these courses and the District will pay the full-price of tuition for any ECHS students taking these courses at the appropriate tuition rate based on each student's residency status.
- g) The costs for textbooks and/or instructional materials for ECHS dual credit courses shall be the responsibility of the District, not SJCCD. The required supplies will be available to ECHS students prior to the first day of class to help facilitate student success.
- h) The District, not SJCCD, will be responsible for costs associated with students re-taking a class.
- i) Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan will pay tuition and fees at the rate assigned to dual credit students not enrolled in the ECHS while they are considered dual credit students.
- j) Payment for high school faculty teaching college courses at the high school during their regular workday will be paid to the ISD at a rate approved by the College Board of Trustees. The ISD may choose how to compensate its high school faculty for their additional work as a college faculty member teaching dual credit students in connection with the college courses described herein.

XXIV. PROGRAM GOALS

In accordance with Applicable Law, including Texas Education Code § 28.009, SJCCD has developed specific program goals that align with the statewide goals and are listed in Appendix A. Additionally,

the Parties include in the Crosswalk an alignment of endorsements described in Texas Education Code § 28.025 and the courses offered under the Program that apply toward those endorsements.

XXV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the District does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the District or any of its trustees, employees, agents, officers and representatives (collectively "District Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the District Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD 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 Program under this Agreement.

XXVI. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any District students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the District's Board of Trustees or the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("Non-Appropriation") shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide

written notice of such failure by its governing body at least forty-five (45) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

- d) **Discontinuance of ECHS.** The District and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of the ECHS. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and the District 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 the ECHS. During the teach-out period, no new or additional students will be enrolled in the ECHS in grades that have been phased out. If the ECHS has only ninth and/or ninth and tenth grade cohorts, the Program will be closed down at the end of the school year in which the decision is made to discontinue operations. If the ECHS has 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.

XXVII. GENERAL PROVISIONS

- a) **No Personal Liability; No Third-Party Liability; No Waiver.** Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of SJCCD or the District, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or the District. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- b) **Integrated Agreement; Modification.** This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the early college high school and dual credit Program between the Parties and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) **Governing Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Texas, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) **Severability.** The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) **Counterparts; Electronic Signatures and Transmission.** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.

- f) 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 the District 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.

Appendix A

This Appendix A is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Galena Park Independent School District.

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<p>Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.</p> <p>Measures of Implementation:</p> <ul style="list-style-type: none"> • Collaboration between ISDs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits and cost • ISD and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies. • Hosting dual credit 101 sessions for high school counselors • Collaboration between ISDs and IHE partner(s) on a marketing campaign • Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted. 	<p>Goal 1: The SJCCD dual credit program’s achievement of enrollment in postsecondary education goal is fully supported by outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal, as included in the SJCCD Strategic Plan.</p> <p>Measures of Implementation include:</p> <ul style="list-style-type: none"> • Parent Night and Student Presentations • Website and associated College documents updated often to reflect policies, rules, and financial policies • College staff presentations to ISD School Boards, as requested • Dual credit director and administrators meet with ISD administrators about dual credit programming • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ISDs and homeschools • SJCCD dual credit office maintains a record of visits and activities
<p>Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school • Time to degree completion • Semester credit hours to degree • Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population. 	<p>Goal 2: The SJCCD dual credit program’s successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AS, AAS, or certificate completion as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Goals for both transfer and technical certificate and degree attainment assessed through internal databases, THECB data, and the National Student Clearinghouse data; all data are disaggregated based on race and ethnicity, gender, and age • Time to degree completion tracked through internal data • Semester credit hours to degree tracked through internal data • Analysis of measures in enrollment in

	<p>persistence through postsecondary education, disaggregated by student subpopulations, tracked through internal data</p> <ul style="list-style-type: none"> • Dual credit office performs transcript audits to determine hours to degree and graduation options • Dual credit office performs student advising with dual credit high school students per THECB rules
<p>Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school • Time to degree completion • Decrease in excess number of semester hours beyond required hours to degree completion • Analysis of measures in enrollment and degree completion, disaggregated by student sub-population. 	<p>Goal 3: The SJCCD dual credit program will develop an effective bridge between secondary and postsecondary education to increase the number of high school graduates who are college ready, according to the policies of THECB and statute, as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school is tracked through internal databases and THECB data; all data are disaggregated based on race and ethnicity, gender, and age, as well as specific ISD • Using transcripts and testing, the Dual credit office determines dual credit student college readiness, according to the methodologies set forth in statute and THECB policies • SJCCD offers online test preparation through the PAA which is available to all dual credit students • In order to decrease the excess hours to completion, the Dual credit office creates a program completion plan for each student and maintains these in Degreeworks; dual credit students are tracked according to standard College processes • SJCCD provides student support services for all dual credit students, as do the ISDs
<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by ISD. • SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery.

- SJCCD Institutional Research Office creates an ISD portfolio for each ISD with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.

Appendix B

This **Appendix B** is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Galena Park Independent School District as of the agreed upon Effective Date. Prior to the commencement of the classes, the College and the District will develop a final course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed.

Crosswalk of Galena Park ISD Courses and SJCCD Courses

Appendix C

School District Title IX Investigator/Coordinator

As stated above, Galena Park Independent School District ("District") will designate a specific District official that is certified as a Title IX Investigator to serve as the authorized liaison for SJCCD Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter. Any capitalized terms not otherwise defined in this Appendix shall have the meaning set forth in the Agreement between the Parties.

The District Liaison contact information is as follows:

District Name: Galena Park ISD

High School Name: Galena Park CTE Early College High School

Liaison's Name: Jerid Link

Position Title: Executive Director of Human Resource Services

Contact Phone Number: 832-386-1000

Email: jlink@galenaparkisd.com

Appendix D

This Appendix D is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Galena Park Independent School District.

The TEA Early College High School (ECHS) Blueprint provides foundational principles and standards for innovative partnerships with colleges and universities. The Blueprint contains mandatory design elements and requirements for meeting outcomes-based measures on data indicators related to access, attainment, and achievement that must be met annually. More information can be found at [https://tea.texas.gov/sites/default/files/2020-21%20ECHS Blueprint 6.8.20 Final.pdf](https://tea.texas.gov/sites/default/files/2020-21%20ECHS%20Blueprint%206.8.20%20Final.pdf) and at <https://www.galenaparkisd.com/Page/8412> on the Galena Park ECHS web site.

Benchmark 1: Target Population

The Early College High School shall serve, or include plans to scale up to serve, students in grades 9 through 12, and shall target and enroll students who are at risk of dropping out of school as defined by statute (Texas Education Code (TEC) 29.908) and the Public Education Information Management System (PEIMS) and who might not otherwise go to college.

- Written lottery procedures
- Written admission policy, and enrollment application
- Written recruitment plan, including a timeline of recruitment and enrollment events, and recruitment materials for distribution at feeder middle schools and other appropriate locations in the community
- Brochures and marketing in Spanish, English, and/or other relevant languages
- Written communication plan for targeting identified audiences (e.g. parents, community members, school boards, higher education personnel, etc.)

Benchmark 2: Partnership Agreement

The Early College High School shall have a current, signed memorandum of understanding (MOU), interlocal agreement (ILA) for each school year that:

- Defines partnership between the school district(s) and the institution(s) of higher education (IHE) and addresses topics including, but not limited to, the ECHS location, transferability, and applicability of college credit between a 2-year and 4-year institution; the allocation of costs for tuition, fees, and textbooks; and student transportation;
- States that the school district or charter in which the student is enrolled shall pay for college tuition (for all dual credit courses, including retakes), fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partner IHE;
- Defines an active partnership between the school district(s) and the IHE(s), which shall include joint decision-making procedures that allow for the planning and implementation of a coherent program across institutions; and
- Includes a data-sharing agreement that promotes collaborative interventions with processes for collecting, sharing, and reviewing program and student data to assess the progress of students served by the ECHS.
- Final, signed, and executed MOU/ILA or similar agreement

Benchmark 3: P-16 Leadership Initiatives

The school district and institution(s) of higher education (IHE) partners shall develop and maintain a leadership team that meets regularly (e.g. quarterly or monthly) to address issues of design, implementation, ongoing implementation, and sustainability. Membership should include the Early College High School leader and individuals with decision-making authority from the district(s) and IHE(s).

- ECHS/IHE leadership meeting agendas
- School board and board of regents' presentations
- Description of each member and role in committee
- Document(s) outlining the strategic priorities for the current academic year and/or long-term priorities of the ECHS partnership

Benchmark 4: Curriculum and Support

The Early College High School shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum (as defined by Title 19 of the Texas Administrative Code (TAC) 4.28), obtain certifications, or earn an associate degree, or earn at least 60 credit hours toward a baccalaureate degree during grades 9-12. The ECHS shall provide students with academic, social, and emotional support in their course of study.

- Crosswalk aligning high school and college courses, grades 9 through 12, which enables a student to earn an associate degree or 60 college credit hours toward a baccalaureate degree
- Calendar of family outreach events
- Professional learning community agendas
- Advisory/study skills curriculum material
- Master schedules

Benchmark 5: Academic Rigor and Readiness

The Early College High School shall administer a Texas Success Initiative (TSI) college placement exam (as defined by TAC 4.53) to all accepted ECHS students to assess college readiness, design individual instructional support plans, and enable students to begin college courses based on their performance on the exam.

- Calendar of TSI scheduled test administration dates, sign-up process, and intervention expectations
- Aggregate reports of TSI exam performance
- Tutoring and bridge program schedules
- Bridge program curriculum

Benchmark 6: School Design

The Early College High School must provide a full-day program (i.e., full day as defined in PEIMS) at an autonomous high school (i.e., a high school with ECHS leader assigned to ECHS responsibilities who has

scheduling, hiring, and budget authority), an IHE liaison with decision-making authority, and a highly qualified staff with support and training.

- Mentor/induction program plans
- Annual training or professional development plan with ECHS and IHE faculty
- ECHS leader/liaison meeting agendas and informational handouts