

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHWEST TEXAS JUNIOR COLLEGE  
AND  
DILLEY INDEPENDENT SCHOOL DISTRICT  
FOR AN EARLY COLLEGE HIGH SCHOOL**

Academic year, 2021-2022

THIS MOU {hereinafter referred to as "AGREEMENT"} is made and entered into by and between SOUTHWEST TEXAS JUNIOR COLLEGE (hereinafter "SWTJC") and the Dilley Independent School District, (hereinafter "DISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code

WHEREAS, the parties to this AGREEMENT desire to implement an Early College High School for the 2021-2022 academic year, serving grades 9-12;

WHEREAS, Services under this AGREEMENT is a campus-wide program that is targeted towards low-income, first generation college goers, students who are highly motivated but have not received the academic preparation necessary to meet higher educational standards, students who are English learners, students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS, under this AGREEMENT, Dilley ECHS is a school with an approximate enrollment of \_\_\_\_\_ students who earn both a high school diploma, and up to 60 hours of college credit; the parties agree to follow the intent of the Guiding Principles of the Dilley ECHS especially in providing dual credit classes with sufficient time for the students to complete a 60 hour course articulation; and

WHEREAS, the Dilley Early College High School will prepare high school students for successful career and academic futures through a full integration of high school, college, the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates.

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

**1. Guiding Principles: The Dilley Early College High School and SWTJC will function on the following principles:**

- a. A mutually beneficial arrangement between SWTJC and DISD that allows a flexible and creative response to the organizational, fiscal and mission needs of all institutions.
- b. Collaboration in planning, implementation, and continuous improvement of the Early College High School program including the provision for faculty,

staff, and administration; curriculum development; training; and student services.

- c. Provision of rigorous college readiness, dual credit, and early college credit courses.
- d. Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private foundation sources to operate the program successfully.
- e. Vertical alignment of curriculum and focus that promotes a college-going culture by all parties, teachers, college faculty, counselors, and academic advisors.

## **2. Scope of Agreement and Limitations of Authority:**

All parties agree as follows;

### **A. Governance**

- 1. The Dilley ECHS will:
  - a. Be governed by DISD and subject to DISD, SWTJC, STATE and FEDERAL policies;
  - b. Have the autonomy to operate as a “college for all” or “school within a school,” as appropriate, within the rules and guidelines established by the Texas Education Agency (TEA), the Texas Education Code, and the Texas Administrative Code;
  - c. Operate within the hours to be established by the parties.
- 2. The Dilley ECHS Principal (Director)
  - a. Within the rules and guidelines established by TEA, DISD and SWTJC will have the authority to implement:
    - 1. governance
    - 2. staffing (non-faculty)
    - 3. budget
    - 4. student assessment, curriculum and scheduling
    - 5. professional development;
    - 6. requests for access to SWTJC student data for DISD college students.
    - 7. parent and community involvement consistent with the mission and needs of the school.

- b. Will report to the DISD Superintendent or designee through the established DISD governance structure.
- c. Will report to the Office of the SWTJC Vice President of Academic Affairs or designee on academic issues concerning DISD and SWTJC.
- d. Will annually evaluate and report findings of Dilley ECHS to the SWTJC President or designee.
- e. Is the primary contact for the Dilley ECHS with the community and SWTJC?
- f. Will be an employee of the DISD. DISD will be responsible for payment of salary and benefits.

### **3. The Early College High School Steering Committee**

- a. Will serve as an advisory committee to the DISD Superintendent and the SWTJC President in establishing policies and developing a coherent program across institutions
- b. Will consist of members including, but not be limited to, representatives of DISD, SWTJC, parents, and community members. The specific membership of the Dilley ECHS Steering Committee will be determined by the Superintendent of DISD and the President of SWTJC
- c. Will be co-chaired by DISD and SWTJC. Chairs for the Steering Committee will be selected by the Superintendent of DISD and the President of SWTJC.
- d. Will meet quarterly each academic year,
- e. Will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the ISD and SWTJC Boards of Trustees.

### **B. Awarding Credit for Courses**

- 1. SWTJC will award credit for college courses which have been approved by DISD Administration as fulfilling TEKS and other requirements for High School credit and have been approved by SWTJC Administration and Faculty for credit applying to an SWTJC certificate or degree. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation **and shall be at a more advanced level than courses taught at the high school level.**
- 2. The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTJC courses and High School courses is provided in Appendix A. The values provided

in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

### C. Duties of SWTJC

SWTJC will:

1. Ensure that SWTJC course requirements are followed, enabling a participating student to receive a high school diploma and either an Associate's degree or 60 semester hours toward a baccalaureate degree during grades 9-12;
2. Apply the standards of expectation and assessment uniformly in all courses offered by SWTJC for the Dilley ECHS;
3. Coordinate with the Dilley ECHS counselor to ensure that all SWTJC Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the midterm of their freshman year;
4. Designate personnel to monitor the rigor and quality of instruction in order to assure compliance with the standards established by the State, the Southern Association of Colleges and Schools Commission on Colleges, SWTJC, and the DISD;
5. Provide professional development for all ISD personnel serving as classroom Monitors for Video Conferencing or Internet courses.
6. Participate in support of the Dilley ECHS Director as appropriate and provide feedback to the supervisor of the Director; provide articulation support for transition of Dilley ECHS graduates to a four-year college;
7. Provide dual enrolled students access to the instructional and digital resources available on the campus of SWTJC, for example:
  - Support Services
  - Library
  - Tutoring
8. Provide security for Dilley ECHS students, just as provided for any other SWTJC student, when they attend courses on an SWTJC campus;
9. Select, supervise, and evaluate instructors of all college-level curricula offered for college credit through Dilley ECHS. Classroom Monitors assigned for Video Conferencing or Internet courses will also be supervised and evaluated by SWTJC personnel.
10. To provide alignment with State-wide goals for Dual Credit:
  - a. The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and ISD officials on the enrollment and persistence of ECHS students.

- b. SWTJC will continue to provide ECHS students, in collaboration with ISD staff, academic and career advising and student success services.
- c. The SWTJC Office of Institutional Effectiveness will provide data on student success in courses and SWTJC programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTJC courses taken for dual credit.

#### **D. Duties of Dilley ISD**

DISD will:

1. Provide to the SWTJC Outreach office all course requests according to the following schedule of deadlines:

Fall term – 3rd Friday in June, noon

Spring term – 2<sup>nd</sup> Friday in November, noon

Summer terms – 2<sup>nd</sup> Friday in May, noon

Requests received from the ISD by SWTJC for courses or course changes after these deadlines will be processed on a case-by-case basis.

1. Be the fiscal agent and manage any funding for the Dilley ECHS. The Early College High School shall generate ADA funds for the DISD from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
2. Consult with SWTJC faculty on course goals and outcomes for Dilley ECHS;
3. Pay the salaries of DISD teachers who teach Dilley ECHS students; ISD staff will report working hours for ISD employees to the Teacher Retirement System.
4. Provide transportation to and from the student's high school to the SWTJC campus; as mutually agreed;
5. Provide all technology needs for the Dilley ECHS students;
6. Ensure that all DISD high school courses are in the students' Individual Graduation Plans by the end of the midterm of their Freshman year;
7. Immediately inform the SWTJC Vice President of Academic Affairs Office of any Dilley ECHS student's placement into "Homebound" status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, SWTJC administration may require a "Homebound" student to withdraw from

the course(s).

8. Assess student college readiness. For this assessment, DISD may use any instrument approved by the State of Texas in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part 1, including, but not limited to STAAR, EOC, PSAT, ACT scores, and SAT scores. After assessment, DISD will, using SWTJC guidelines, determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
9. Will be a TSI testing site (where applicable)
10. Bear the costs of student regalia associated with students' graduation from SWTJC. SWTJC will waive student graduation fees.

#### **E. Joint Duties**

1. DISD and SWTJC are jointly responsible, through the Steering Committee, for the development and implementation of an evaluation process to determine the effectiveness of the Dilley ECHS. Measures of effectiveness will include, but are not limited to: student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, graduation rates and college course completion rates).
2. The ECHS college counselor will be trained as a college advisor by SWTJC. This counselor will also have office space available at the college to access information from the college. The counselor will also have access to all pertinent student information that can help in the advising of ECHS students. (FERPA – 34CRR section 99.31)
3. DISD and SWTJC shall provide opportunities for ECHS teachers and higher education faculty to collaborate through planning, teaching, and professional development. Dilley ECHS will provide common planning time for instructional faculty and include higher education faculty when possible. Teacher mentoring and professional development will be made available where necessary.
4. To comply with Senate Bill 25 (2019) ECHS and SWTJC staff will collaborate to compel any dual credit student to file a degree plan with SWTJC "not later than: 1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or 2) if the student begins the student's first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student's second regular semester or term at the institution."
5. A student must follow the course sequence recommendations or requirements of

an SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar's Office receives official notice from an appropriate ISD official of the student's desire/intent. Such notice must be received by SWTJC on or before the last SWTJC working day in May of the student's High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement's requirements with college courses taken for dual credit.

6. SWTJC and DISD will collaborate to inform all ISD students and parents of the benefits and costs of dual credit. Efforts will include, but not be limited to, information sessions and a marketing campaign.

#### **F. Faculty**

1. Full-time SWTJC faculty:
  - a. may be assigned to Dilley ECHS upon fulfilling their SWTJC contractual teaching load.
  - b. will teach only college courses for dual credit.
2. SWTJC Adjunct faculty:
  - a. may not exceed the number of courses allowable per semester under SWTJC Faculty Handbook Policy "Class Assignments."
3. Faculty provided by DISD:
  - a. will teach high school courses in the Dilley ECHS;
  - b. may be designated by SWTJC administration as SWTJC Adjunct faculty to teach college courses for dual credit, if credentialed.
4. Modes of Instruction:
  - a. Course Delivery (face-to-face, video conferencing, online, hybrid) will be determined by the SWTJC administration in consultation with the DISD.

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

1. Through mutual agreement, SWTJC or the Dilley ECHS will provide classrooms or work space for all courses offered for the Dilley ECHS.
2. ECHS students will be issued a SWTJC identification card for access to SWTJC services and to appropriate facilities.
3. DISD will solely bear the cost of any remodeling of ISD space that may be required to meet the specific needs of the Dilley ECHS.

4. DISD, through DISD budget, will be responsible for the costs associated with the maintenance, repair, and use of ISD spaces for the Dilley ECHS.
5. DISD through the DISD budget will be responsible for all other operating costs such as telephone, utilities, custodial and any other operating costs associated with Dilley ECHS.

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

1. When an ISD instructor assigned by SWTJC teaches a college course for dual credit, SWTJC will waive tuition and fees.
2. The DISD agrees to pay SWTJC \$2,500 per course section taught by any individual SWTJC teacher at a(n) DISD facility, UP TO TWO (2) COURSE SECTIONS in a fall or spring semester. Beyond two course sections in either a Fall or Spring semester, DISD agrees to the following payment schedule for each individual SWTJC faculty member:
  - a. For a “full” teaching load, defined by SWTJC as five (5) three-hour classes or three (3) class/laboratory combinations (e.g., Biology) in a Fall or Spring semester, DISD will pay SWTJC \$35,000.00 per academic year, defined as a Fall semester and its subsequent Spring semester.
  - b. For four-fifths (4/5) of a “full” teaching load, DISD agrees to pay SWTJC four-fifths of \$35,000.00, or \$28,000.00 per academic year.
  - c. For three-fifths (3/5) of a “full” teaching load, DISD agrees to pay SWTJC three-fifths of \$35,000.00, or \$21,000.00 per academic year.
3. Online/Internet courses are not defined as face-to-face courses; by definition they do not require a particular space or time to be held. Therefore, internet/online classes do not qualify for the \$2,500 per-course rate. ISDs with students in online/internet courses will be charged the tuition rate described below in section 5.
4. Courses delivered to a(n) DISD facility by an SWTJC instructor via Video Conferencing (television), or other video platforms such as Zoom or Microsoft Teams, are considered to be face-to-face, since students receive instruction at a set place and time. Therefore, the \$2,500 per-course fee will apply to Video Conferencing course sections, regardless of the number of students enrolled in the ECHS portion of the class section.
5. For Dilley Early College High School students enrolled in internet classes or in classes held on an SWTJC campus, SWTJC will charge a discounted tuition rate. The discount will be 15% off of the approved “In-District” tuition rate for the given semester. Therefore, the charged tuition for each student would be 85% of the “In-District” rate for the given semester.
6. In the case of Clauses H2 and H3 as stated above, all other course and administrative fees will be waived.
7. Labs:



- a. Lab materials and equipment costs for labs conducted at a DISD facility will be borne by DISD. SWTJC will bear lab materials and equipment costs for labs taught at an SWTJC facility.

#### **I. Books and Supplemental Instructional Materials**

1. Courses offered for dual credit will be identified as college-level courses. SWTJC Master Syllabus requirements for books, materials, and learning outcomes must be followed for all college courses. Books used for the ECHS courses will be used for at least 3 years.
2. DISD will purchase necessary textbooks for all Dilley ECHS classes.
3. When possible, SWTJC will authorize the use of approved Open Educational Resources (OER) as instructional materials.

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

1. Students will be recruited from all currently enrolled DISD students. DISD officials will be solely responsible for determining which students are admitted to the ECHS.
2. Students enrolled in the Dilley ECHS will comply with all expectations of compliance in the rules and policies of the ISD Code of Conduct and the SWTJC Code of Conduct.
3. Students enrolled in college courses for dual credit will comply with all policies of DISD and the policies of SWTJC including but not limited to residency and attendance requirements of both SWTJC and DISD.
4. SWTJC will assist with recruitment, enrollment and retention, as necessary, of all students selected for the Dilley ECHS.
5. To secure the broadest applicant pool possible, the DISD will recruit qualified eighth grade students enrolled in the DISD. This process will include:
  - a. Creation of an ECHS website that provides recruitment and admission information;
  - b. Distribution of recruitment/admission packets to middle school students in the school district;
  - c. Meetings with middle school counselors to introduce and explain the concept of the Dilley ECHS;
  - d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of students in Dilley ECHS;
  - e. Presentation of recruitment and admission information in a bilingual mode; and
  - f. Parent and student interviews

#### **K. Composition of Classes**

1. The Texas Administrative Code (TAC) Title 19, Part 1, Chapter 4, Subchapter D describes the allowable options for students attending any college course for dual credit. The DISD and SWTJC Administrations agree to those options, quoted from TAC, below:

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“Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (2) If the high school credit-only students are College Board Advanced Placement students.
- (3) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit”

In the case of J1, above, SWTJC administration may require that the ECHS administration demonstrate the need for such a “mixed class.”

2. Dual credit course class size shall not exceed the capacity limit as set by the college. Distant Learning/Online courses shall not exceed the capacity limit of 15 students per class. Stand Alone/Traditional Face-to-Face courses shall not exceed the capacity limit of 30 students, unless otherwise specified by individual program definitions. Exceptions must be approved by the SWTJC Vice President of Academic Affairs.

3. A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas Junior College. Accommodations are provided through the SWTJC Disability Support Services (DSS) office. SWTJC is not required or able to utilize the qualification criteria used by an ISD to determine a student’s eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC DSS staff provides an official college accommodations letter for the student and the school district counselor, who then provides the letters to the student’s instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTJC DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

#### **L. Grading Periods and Policies**

SWTJC will keep the ECHS Principal/Director abreast of students in jeopardy of failing a class and, if requested to do so, provide numerical grades for the purpose of calculating District GPAs. Semester grades and grading policies are outlined in each instructor’s course

syllabus. ECHS personnel are responsible for advising ECHS students concerning academic progress in the course's high school component.

Grades are due in the Office of the SWTJC Registrar by the published date and time for each semester. SWTJC transcripts and degree plans will have cumulative GPAs. Transcript corrections due to change in program or pathway or to repeating a course are updated prior to the next grade reporting period. The SWTJC Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance.

The ECHS shall follow ISD policy as to the weighing system for a college course grade for the ECHS student's final high school grade point average (GPA). Aside from providing SWTJC course grade data, SWTJC faculty, administration, and staff will have no role in the development or implementing of the ISD weighting system.

Under no circumstances will an SWTJC instructor enter student grades or attendance data directly into an ISD's grade management system, e.g., Skyward. SWTJC faculty will provide ISD Staff daily attendance data and six-week grade averages, when requested.

To achieve ongoing enrollment at SWTJC, ECHS students must meet SWTJC academic standards for coursework completed through the college. As outlined in the SWTJC Catalog, students will be placed on Academic Probation at the conclusion of any long semester (Fall or Spring) when their institutional cumulative grade point average at SWTJC falls below 2.0. Such students are encouraged to participate in academic support programs and to seek academic advising. Students on Academic Probation may enroll for one additional semester in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in the computation of the overall cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation.

Students on Academic Probation who fail to achieve the minimum institutional cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester and may re-enroll after such absence under Conditional Academic Probation. Prior to enrolling, the returning student must meet with the ECHS Counselor to develop an academic improvement plan.

The student may appeal the Academic Suspension to the SWTJC Vice-President of Academic Affairs, or to a designee, by submitting to the VP's Office the SWTJC Scholastic Suspension Appeal Form with required documentation. If the appeal is approved, the student will be permitted to enroll under Conditional Academic Probation and will be restricted to enrollment in a maximum of 2 college courses for the probationary semester. Prior to enrolling, the returning student must meet with the SWTJC Vice President of Academic Affairs, or designee, to develop an academic improvement plan.

#### Attendance/Absence

(1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.

(2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas

Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.

(3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.

(4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTJC criteria for "Excessive Absences" and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.

## GRADES

College level course grades are designated in terms of letters and grade points, which may be interpreted according to the following chart. Grade point averages are computed by assigning value to each grade as follows:

<b>A</b>	Excellent (90-100)	4 grade points
<b>B</b>	Good (80-89)	3 grade points
<b>C</b>	Average (70-79)	2 grade points
<b>D</b>	Passing (60-69)	1 grade point
<b>F</b>	Failure (59-Below)	0 grade points
<b>Q</b>	Failure based on attendance	0 grade points
<b>I</b>	(Conditional/Incomplete)	0 grade points
<b>W</b>	Withdrew	0 grade points
<b>EW</b>	Administrative withdrawal	0 grade points
<b>NR</b>	Not Reported by Instructor	0 grade points
<b>CIP</b>	Course in Progress	0 grade points
<b>Z</b>	Not counted as courses	0 grade points

**I** becomes **F** if the work is not completed during the designated six-week grace period. The six-week period is to be counted from the beginning of the following semester (including summer school). Mid-term and final grades can be retrieved via Web Advisor at [www.swtjc.edu](http://www.swtjc.edu). Please note: Grading policies may vary depending on program. See individual programs in the SWTJC catalog for specific information.

## M. Instructional Calendar

SWTJC and DISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by DISD and SWTJC shall be followed by Dilley ECHS.

## N. Student Code of Conduct

Dilley ECHS students shall adhere to the:

1. Policies of Dilley ISD;
2. Policies of SWTJC.

**O. Media and Public Relations**

Media and public relations regarding the Dilley ECHS will be managed according to DISD and SWTJC protocols. The DISD, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize Southwest Texas Junior College as its Higher Education partner.

**3. Indemnification**

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTJC will indemnify DISD against claims arising out of this AGREEMENT that result from SWTJC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, DISD will indemnify SWTJC against claims arising out of this Agreement that result from DISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this AGREEMENT and are not intended to create or grant any rights, contractually or otherwise, to any third party.

**4. Term**

Subject to prior termination or revocation of this AGREEMENT as provided in section 5 (below) of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of one year commencing on August 1, 2021 and terminating on July 31, 2022. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and DISD shall review this AGREEMENT and may renew this AGREEMENT on approval of SWTJC and DISD.

**5. Right of Revocation**

Either party may terminate this AGREEMENT on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this AGREEMENT by one of the parties. A breach of this AGREEMENT includes, but is not limited to, a violation of the policies and rules of SWTJC or DISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their coursework according to the requirements for discontinuation of an ECHS program outlined in the TEA *Memorandum of Understanding: Guidance for Early College High Schools*.

**6. Assignment**

No party may assign their interest in this AGREEMENT without the written permission of the other party.

**7. Limitation of Authority**

- A. No party has authority for and on behalf of the other except as provided in this AGREEMENT. No other authority, power, partnership, use of rights are granted or implied.

- B.** This AGREEMENT represents the entire AGREEMENT by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTJC and DISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C.** No party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this AGREEMENT without a written amendment to this AGREEMENT. Changes to this AGREEMENT are subject to the approval of the SWTJC and DISD Legal Departments and Boards of Trustees.
- D.** No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

#### **8. Waiver**

The failure of any party to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this AGREEMENT shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

#### **9. Applicable Law**

This AGREEMENT and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

#### **10. Venue**

Venue to enforce this AGREEMENT shall lie exclusively in UVALDE County, Texas.

#### **11. Miscellaneous Provisions**

**A.** Parties to this AGREEMENT shall comply with all Federal, State and local law.

**B.** If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Early College High School programs during the term of this AGREEMENT, the new guidelines shall prevail and shall cause the parties to execute an amendment to the AGREEMENT, if necessary.

#### **12. Notice**

Notices given pursuant to this AGREEMENT shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas Junior College  
Dr. Hector Gonzales, President  
2401 Garner Field Road  
Uvalde, Texas 78801

Dilley ISD  
Dr. Emilio Castro, Superintendent

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

#### **13. Nondiscrimination**

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

#### **14. Signatory Clause**

The individuals executing this AGREEMENT on behalf of the SWTJC and DISD acknowledge that they are duly authorized to execute this AGREEMENT on behalf of their respective principals. All parties hereby acknowledge that they have read this AGREEMENT and understand its terms.

#### **15. Amendment**

The Parties to this MOU acknowledge that the Dilley ECHS program anticipated by this MOU is in ongoing stages of development. The parties further understand that it may be necessary to amend and modify this MOU from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

#### **16. Safety**

If any high school student, instructor, employee of DISD or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and DISD regulations. Upon mutual agreement, SWTJC may require the School District to provide ISD security personnel.

#### **17. Confidentiality of Student Records:**

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to Dilley ECHS students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

#### **18. Texas Law to Apply**

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

#### **19. Force Majeure**

Neither party to this AGREEMENT shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this AGREEMENT and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either party is prevented from full performance of its obligations under this AGREEMENT, written notice shall be provided to the other party within three days.

EXECUTED in duplicate original counterparts effective upon the date indicated below:

**SOUTHWEST TEXAS JUNIOR COLLEGE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**DILLEY INDEPENDENT SCHOOL DISTRICT**

By: Emilia Castro Date: 9/23/21