Memorandum of Understanding
for Achieve Early College High Schools
between South Texas College
and the McAllen Independent School District

This Memorandum of Understanding is hereby entered into by and between South Texas College, a political subdivision, (hereinafter called the "College"), acting by and through its President; the **McAllen** Independent School District, a Texas political subdivision, (hereinafter called School "District"), and acting by and through its Superintendent.

I. PREAMBLE

WHEREAS the parties to this Memorandum of Understanding desire to establish **McAllen ISD** Early College High School ("**Achieve ECHS**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **Achieve ECHS** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first generation college goers, and who have not received the academic preparation necessary to meet college credit entrance standards. Potential students for the Achieve ECHS will be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60) and/or and an associate's degree, and

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **McAllen ISD** and South Texas College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

II. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

1. GOVERNANACE:

a. The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and

requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of an Early College High School designation.

b. A Leadership Team comprised of members of the district and the college will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the Early College High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) Target Population, (2) Partnership Agreement, (3) P-16 Leadership Initiatives, (4) Curriculum and Support, (5) Academic Rigor and Readiness, and (6) School Design. As the school moves through the implementation process and scales up to serve grades 9-12th new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the MOU, discussing budget and cost arrangements, planning for leadership change in the district or college if it applies and expanding and enhancing the partnership.

c. The **Achieve ECHS** principal (chief administrative officer of the Early College High School) will be appointed by the Superintendent of the School District as principal. The principal will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the principal, and the principal shall not be entitled to receive employee benefits from the College, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the principal. Should the school principal position become vacant and the need to appoint a new principal arise, following all **McAllen ISD** Human Resources Policies and Procedures, the College will have the opportunity to be represented on the principal search committee, take part in the deliberations the District agrees to assign the principal as soon as a qualified candidate is identified and hired. An adequate number of faculty for high school credit-only courses, counselor(s), clerical staff, and any other high school personnel that may be necessary, will be the responsibility of the School District.

d. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

2. PROVISION OF COURSES: The College will award transcript credit for courses agreed for which Dual Credit Course Agreements have been approved and such courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the College level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses.

3. INSTRUCTORS: All instructors must meet the College's academic requirements for all academic dual credit courses. The School District will provide and will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at the **Achieve ECHS**. The College will provide an instructor who meets the College's academic requirements for that course, provided the class has an enrollment of a minimum of twelve (12) students and no more than twenty-five (25) students. Exceptions to enrollment minimum and maximum allotments require College and departmental approval.

4. LOCATION, COSTS, TRANSPORTATION:

a. The **Achieve ECHS** is located at 1601 North 27th Street.

b. FUNDING AND AVERAGE DAILY ATTENDANCE (ADA): The Early College High School shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

c. TUITION AND FEES: The College waives all student tuition and fees for college courses, including the student advisement and library usage fees. The District will assume responsibility for the timely payment of the costs incurred to recover College expenses for faculty traveling to the **Achieve ECHS** campus or for college course sections whereby a course is provided solely for **Achieve ECHS** students. The School District is encouraged to hire academic Master's credentialed faculty for all high school credit-only courses and future college courses to support sustainability of the **Achieve ECHS**. Changes to the funding formula for either the School District or the College will be reviewed yearly to determine whether adjustments are needed. Any such adjustments will be communicated to the District during the spring semester to align with the District budget process.

d. INSTRUCTOR COSTS: The District will assume responsibility for the timely payment of the costs incurred to recover College expenses for college courses taught as cohort sections as delineated on the Dual Enrollment Course Agreements. The School District is encouraged to hire academic Master's credentialed faculty for all high school credit-only courses and future college courses to support sustainability of the **Achieve ECHS**. Changes to the funding formula for either the School District or the College will be reviewed yearly to determine whether adjustments are needed. Any such adjustments will be communicated to the District during the spring semester to align with the District budget process.

e. FOOD SERVICES: The School District will provide meals for all student, faculty, and staff as appropriate under State and Federal Law and School District rules and procedures. The **Achieve ECHS** may purchase food on College visit days from STC's Food Services Department.

f. The School District will provide transportation (school bus) to students enrolled at **Achieve ECHS** as required, deemed necessary, and appropriate under State law and School District rules and procedures. The School District will also provide transportation for all Achieve ECHS field trips and project-based learning activities. In addition, ECHS students enrolled in dual enrollment classes at the College will be transported.

5. ADMINISTRATION OF STATEWIDE INSTRUMENTS UNDER SUBCHAPTER B, CHAPTER 39: **Achieve ECHS** shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **McAllen ISD** ECHS will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent scheduled dates for TSI college placement exams will be offered twice per semester to students in grades 9th -12th. The administration of the TSI college placement exam will be conducted at the **ACHIEVE ECHS** located within the district.

6. GRADING PERIODS AND POLICIES: Semester grades and grading policies are outlined in each instructor's course syllabus. **Achieve ECHS** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **Achieve ECHS** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course or **Achieve ECHS**. **Achieve ECHS** personnel are responsible for advising **Achieve ECHS** students concerning academic progress in the high school component of the course.

All grade reports for all students will be produced and disseminated no later than 72 hours (3 business days) following the end of the academic term according to the published schedule. Grades are due in the Office of Admissions by the published date and time. Term and cumulative GPA's will be reflected on grade reports. All transcript corrections due to major change or repeated course are updated prior to the next grade reporting period. The College's Registrar will provide appropriate security and confidentiality measures for the reporting and posting of grades and the maintenance of transcripts.

Achieve ECHS shall follow District policy as to the weighted system for the college grade for **Achieve ECHS** student's final high school grade point average (GPA).

Achieve ECHS students are expected to meet academic standards for coursework completed at the College. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 (C average) are considered scholastically deficient and can be placed on early academic alert, mandatory intervention, or academic suspension as appropriate by the College or **Achieve ECHS**. All grade points earned by a student will be included in the computation of the current semester and in the cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation. Good Standing, Early Academic Alert, Mandatory Intervention, and Academic Suspension are determined each regular (Fall or Spring) semester on the basis of the student's current semester grade point average and academic standing requirements are listed in the College's Academic Catalog. Early Academic Alert, Mandatory Intervention, and Academic suspension at the College may last for one regular fall or

spring semester. Students placed on Early Academic Alert, Mandatory Intervention, and Academic Suspension may enroll for summer sessions for the purpose of raising their cumulative GPA to the level required for good standing. Continued enrollment at **Achieve ECHS** and the College will be evaluated according to the process developed by the **Achieve ECHS** and College.

Achieve ECHS students registering for courses for which they have earned a grade of D, F, or W at the College, will be required to participate in mandatory advising/counseling and comply with the stated provisions included in the Student Success Agreement: Academic Improvement Plan or Probation Contract. Students not participating in mandatory advising requirement will have an administrative hold placed on their record. The hold, which will prevent registration, will be removed upon completion of the mandatory advisement session and completion of a Student Success Agreement: Academic Improvement Plan or Probation Contract.

Students registering more than two times for a course for which they previously have earned a grade of D, F, or W at the College will be limited to enrolling in no more than 13 credit hours during the fall and spring terms and 7 credit hours during each of the summer terms. Exceptions to the credit hour limit will require the approval of the Division Dean over the repeated course.

The following grading system is used at South Texas College:

Grade	Interpretation	Grade Points Per Sem. Hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not Computed
W	Withdrew	Not Computed

7. COURSES OF STUDY: The **Achieve ECHS** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. The College will give credit for courses taken for dual credit for which Dual Enrollment Courses Agreements have been approved with primary emphasis on the Core Curriculum requirements for all Associate of Arts and Associate of Science degrees. **Achieve ECHS** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

8. CURRICULUM ALIGNMENT: The **Achieve ECHS** and College 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 the Texas Administrative Code (TAC 4.28 or an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **Achieve ECHS** will provide students with academic, social, and emotional support in their course of study. The College will regularly update the **Achieve ECHS** counselor and principal regarding College curricular changes. **Achieve ECHS** is responsible for ensuring that state course requirements for high school graduation are fulfilled.

9. INSTRUCTIONAL MATERIALS: The School District will provide **Achieve ECHS** students with state-adopted textbooks, college textbooks, supplemental materials, supplies, and operational equipment required for high school credit and college classes. Textbooks purchased by the School District for dual enrollment college courses taught as part of the Early College High School academic program will be used for at least four (4) years from the date of purchase, as mutually agreed upon by both institutions. When the textbook is no longer available from the publishing company or when the textbook is for a technology-based course, the District is responsible for purchasing new textbooks for **Achieve ECHS** students, as needed. All other textbooks needed for **Achieve ECHS** students taking college classes among College students will be the responsibility of the School District and shall be the current textbook as adopted by the College's Divisions and Departments.

10. INSTRUCTIONAL CALENDAR: For College credit courses taken for credit in the high school, the instructional calendar to be used is that of the participating School District. For College courses taken for credit on the College campus, the College instructional calendar is to be used.

11. ELIGIBLITY OF **ACHIEVE ECHS** STUDENTS FOR FINANCIAL ASSISTANCE: **Achieve ECHS** students are eligible for financial assistance for courses taken outside of the course offerings at **Achieve ECHS**. Tuition and fees are waived when students enroll in classes to advance within their selected degree plans. Courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional course offerings such as distance education courses. Enrollment in courses outside of the student's selected degree plan will require approval from **Achieve ECHS** and the College prior to enrollment in the course.

12. STUDENT ENROLLMENT POLICIES: Upon mutual agreement, the College will assist

with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **Achieve ECHS** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on STC adopted TSI scores. **Achieve ECHS** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) Student Eligibility

The College requires School District partners to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College *Dual Credit Enrollment Support Services Manual.* An electronic copy of this document may be accessed on the Dual2Degree Department webpage at the following link:
http://studentservices.southtexascollege.edu/outreach/.
All students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, and as stated in the College's *Board Policy #3200, Student Admissions.* School District partners will work with the College to ensure all dual credit applicants are enrolled in a timely manner to ensure student success and will comply with the College Admission and Registration.

Dual Credit and ECHS students may not enroll in college-level courses until the Spring semester of their 9th grade, and then limited to no more than two (2) courses for that semester from an approved list of recommended courses. All 10th grade students will be limited to only two (2) dual credit courses per semester, and 11th and 12th grade students shall not exceed 16 credit hours per semester; as stated in the College's *Board Policy #3232, Dual Credit Student Eligibility Requirement.*

b) Composition of Class

The School District may not enroll both Dual Credit/ECHS and Non-Dual Credit students in the same section unless one or more of the applicable exceptions for a mixed class comply with the conditions outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed as below:

Mixed Class Exceptions
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 credits.
If the School District enrolls Non-Dual Credit high school students in a Dual Credit course, the School District must submit a Course Exception Report Memorandum to the College by Census Day. The report will include the name of the students, students ID numbers (A#), the applicable exception and justification. The School District will send a notification to students that they have been enrolled in the class for high school credit only and will not receive college credit.

c) Advising

The College and the School District shall offer comprehensive college advising services for dual credit students consisting of a General Advising Module, group enrollment advising using Degree Works, face-to-face advising and a College Advising Training Program for High School District Counselors. New dual credit students are required to complete a General Advising Module for eligibility into the Dual Credit Program effective Spring 2017. The Module must be completed prior to registration. The responsibilities of the College and School District are delineated below.

College Dual Credit staff will provide the following services:

- Disseminate General Advising Module information and instructions for completion to School District Counselors;
- Provide an orientation and group enrollment advising session using Degree Works for new dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

School District Counselors will provide the following services:

- Verify that students have completed the General Advising Module prior to registration;
- Provide a computer lab and schedule the group enrollment advising sessions using

Enrollment in dual credit courses is contingent upon **Achieve ECHS** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **Achieve ECHS** principal's office and counseling center, working with the College's High School Programs and Services Office and the ECHS department will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

13. STUDENT ATTENDANCE POLICIES: **Achieve ECHS** students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **Achieve ECHS**, the College, and the Texas Higher Education Coordinating Board (THECB).

14. DISCONTINUATION OF **Achieve ECHS** OPERATION: Should the District or College elect to discontinue the operation of the **Achieve ECHS**, the provisions for serving the students will include the following:

a. When only 9th and 10th grade cohorts are enrolled, the ECHS will discontinue operation at the end of the school year in which the partners decide to close the ECHS. Students in the 9th and 10th grade will be received by the comprehensive high school within the District.

b. An ECHS with 11th and 12th grade cohorts will continue operation through that cohort's scheduled graduation from the ECHS.

While in the process of discontinuing operation, the ECHS may not enroll any additional students in the ECHS in grades that have been phased out. In addition, while the ECHS is in the process of discontinuing operation, the ECHS must continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS as mandated by the Texas Education Agency (TEA) and other regulating partners such as Educate Texas.

15. PROVISIONS FOR COLLECTING AND REVIEWING DATA:
The TSI scores administered during Summer Bridge will be utilized as benchmark scores for appropriate course placement and implementation of interventions 8th through 12th grade. In addition disaggregated data such as number of credit hours taken and earned, GPAs, State assessment results, SAT/ACT/PSAT scores, qualifications of ECHS staff, location (s) where courses are taught as well as six weeks exam and benchmark results will be monitored to inform instruction and advice students.

16. ACCESS TO COLLEGE FACILITIES, SERVICES AND RESOURCES: Courses will be conducted at the facility provided by the School District and/or one of the College's campus within the College's service district upon agreement. Access to the College will be made available following the College's Academic Calendar, including the summer. High school students, instructors, and appropriate staff will receive a College campus identification card, and will have access to instructional and certain agreed upon non-instructional resources and services available on the campus of the College. **Achieve ECHS** students are College students. Therefore, the College's resources and services will be available to support academic success. The District and College will evaluate the facilities on an on-going basis and determine the necessity of adjusting facility available in future semesters and years.

17. PROFESSIONAL DEVELOPMENT FOR COLLEGE AND **ACHIEVE ECHS** FACULTY: **ACHIEVE ECHS** and the College shall provide opportunities for **Achieve ECHS** teachers and higher-education faculty to collaborate through planning, teaching, and professional development. **Achieve ECHS** will provide common planning time for **Achieve ECHS** instructional faculty and other appropriate staff, including school leaders and higher-education faculty. The ECHS shall implement an annual professional development plan based on needs assessment of student data.

18. COLLECTING AND SHARING STUDENT AND TEACHER DATA: 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. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy services FL. The Parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

- The School District and the College shall create a Data Sharing Agreement that is signed and executed by both parties before any data exchange can occur. The Data Sharing Agreement will outline the privacy and security requirements for partner School Districts. The document will also define the process by which the School District may request, receive, and utilize data shared by South Texas College.
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19. ADVISING STUDENTS ON TRANSFERABILITY AND APPLICABILTY: The College will advise **Achieve ECHS** students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

20. STUDENT CONDUCT: Early College High School students are required to adhere to ECHS and College regulations regarding academics, behavior, equipment usage and facilities. Violations of School District and/or College codes of conduct, rules, and regulations are subject to appropriate action taken by the School District and/or College.

21. COLLEGE CREDIT EARNED THROUGH DUAL ENROLLMENT:
The College is responsible for involving the instructor in overseeing College course selection and implementation in the high school to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectations and assessments are applied in all venues where the College offers courses. Syllabi, course outlines, and departmental requirements will be completed as determined for courses that are offered for college credit, under the provisions of this agreement. The College will designate staff personnel to monitor the quality of instruction in order to assure compliance with the Dual Enrollment Course Agreement and the standards established by the State, applicable Accrediting Body (Southern Association of Colleges and Schools, The Texas Education Agency), the College, and the School District. The College agrees to transcript/award college credit earned through dual credit during the same semester that credit is earned.

22. PROVISIONS FOR IMPLEMENTING PROGRAM IMPROVEMENTS: The School District and the College will develop a plan for the evaluation of the **Achieve ECHS** program to be completed each year based on the collection and review of the following data: enrollment/attendance and retention rates, GPA of high school-credit only courses and college courses, leaver codes/attrition rates by grade level, satisfactory progress in college courses in fulfillment of a degree plan, adequate progress toward the college-readiness of the students in the program, articulation of high school students in four year colleges and universities/levels of entry, and student participation in activities at the College.

23. RECOGNITION OF HIGHER EDUCATION PARTNER
The School District, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize South Texas College as their Higher Education partner. In addition, the School District must adhere to all format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's *Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs* at www.southtexascollege.edu/go/dual-credit-marketing.

24. INDEMNIFICATION: To the extent authorized by law, in consideration of the performance both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.

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

26. TERM, RENEWAL AND TERMINATION OF AGREEMENT: The MOU will be in effect through May 2021. The MOU will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for successive one (1) year terms. During any fiscal year, the College and School District reserve and have the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice to the other party ninety (90) days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires and after the provisions for serving students through the Discontinuation Process of the ECHS, as outlined in this MOU, have been fulfilled.

27. INSURANCE: The College and School District, at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without retention, or a self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.

28. SEVERABILITY: If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

29. STUDENT DIRECTORY INFORMATION: Upon enrolling in a dual enrollment course, the student's information will become part of the College's student directory information and subject to the Texas Public Information Act.

30. NON-DISCRIMINATION: Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

31. NO PARTNERSHIP: This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of, or on behalf of the other party.

32. NOTICES: Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To McAllen ISD	**To South Texas College**
Dr. Jose J. Gonzalez Superintendent of Schools 2000 North 23rd Street McAllen, Texas 78596	Dr. Shirley A. Reed President P.O. Box 9701 McAllen, Texas 78502-9701

33. 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 Hidalgo County, Texas.

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

35. CAPTIONS. The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

36. AUTHORITY: The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.35.

37. COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION)
In the event that during any term hereof, the governing body of any party anticipates not appropriate, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall be given no later than July 1st. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1st. The parties intend this provision to be a continuing right to terminate this

Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Add. §271.903.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this 29th day of May, 2018

SOUTH TEXAS COLLEGE

By: _____
Dr. Shirley A. Reed, President

By: _____
Dr. Alejo Salinas, Jr. Chair of STC Board of Trustees

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Jose J. Gonzalez, Superintendent of Schools

By: _____
Mr. Daniel D. Vela, President of the McAllen ISD Board of Trustees

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain