

MEMORANDUM OF UNDERSTANDING  
GALENA PARK INDEPENDENT SCHOOL  
DISTRICT  
EARLY COLLEGE HIGH SCHOOL  
2017-2022

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between SAN JACINTO COMMUNITY COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas. (“SJCCD”), and the GALENA PARK INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas, (“GPISD”) located in Harris County in Texas with an effective date of \_\_\_\_\_. Individually, SJCCD and GPISD are referred to herein as “Party and collectively as “Parties.”

WHEREAS, SJCCD and GPISD desire to establish an early college high school program to be operated at the North Campus of SJCCD: and

WHEREAS the Parties intend to submit a program application to the Texas Education Agency (“TEA”) as required by and in accordance with Section 29. 908 of the Texas Education Code and 19 Texas Administrative Code §§ 4.151-4.161; 4.81-4.85; and 102.1091.

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

1. **Background and Purpose.** In 2014, Galena Park ISD and SJCCD engaged in discussions and began to plan for the establishment of an Early College High School (“ECHS”) with a Career and Technical Education (“CTE”) focus. The CTE ECHS will provide students with workforce-ready training, certifications, and/or an Associate of Applied Science upon completion of high school. Applicable Law (as hereinafter defined) permits a public school district and public college to partner to provide a course of study for an early college high school, combining high school courses and college-level courses during grades 9 through 12 for students who are at-risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code). The purpose of this MOU is to establish the rights and obligations of the Parties with respect to the operation of the CTE ECHS, a four-year high school with an early college program component (“Program”) that complies with all Applicable Law and will be located on SJCCD’s North campus. The Program must provide student learning and support programs that enable participating students to achieve a high school diploma and earn up to 60 semester credit hours toward an Associate of Applied Science degree by the end of the students’ senior year. Additionally, the CTE ECHS will provide workplace internships, field projects, industry mentorships, and college and career counseling. The CTE ECHS will commence the CTE ECHS with approximately 125 students in grade nine and continue to phase in approximately 125 students in grade nine on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12.

2. **Applicable Law.** The Parties agree to operate the Program and GPISD’s CTE ECHS in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following

federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook (“Attendance Handbook”) and the Financial Accountability System Resource Guide; and (h) Texas Higher Education Coordinating Board (“THECB”) guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”). The Parties agree to operate the Program and GPISD’s CTE ECHS in compliance with applicable SJCCD and GPISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the GPISD’s ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU collectively shall be referred to as “Applicable Law” or “Applicable Laws” when used herein.

3. **Term.** Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU (“Commencement Date”) and shall expire on June 30, 2022 (“Expiration Date”). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the MOU is approval of the Agreement by that Party’s governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as (“Initial Term”). Upon mutual written agreement by the Parties and approval as may be required by the Parties’ governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term (“Renewal Term”). As used in this MOU, the term (“Term”) shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU as set forth in Section 17.

#### 4. **Governance.**

a. **Governing Structure.** The governing structure of the Program shall include the appointment of a Steering Committee and Campus Planning and Advisory Committee (“CPAC”) at the GPISD’s CTE ECHS campus. The composition of the CPAC, the roles and responsibilities of the CPAC members, and the authority of the CPAC will be determined through collaboration of the Parties and set forth in a writing to be attached to this MOU as an addendum.

b. **Steering Committee.** Members of the Steering Committee will include the following GPISD representatives: Assistant Superintendent for Educational & Academic Support, Executive Director for Curriculum & Instruction, Senior Director for Student Support

Services, Director for Career & Technical Education, Program Director for College Readiness and the GPISD's CTE ECHS principal ("Principal"). Members of the Steering Committee will include SJCCD representatives: Chancellor, Associate Vice Chancellor for Student Success Partnerships, the Director of Dual Credit ("Liaison"), and other appropriate SJCCD campus and district personnel as determined by SJCCD. The Steering Committee will meet at least every six (6) months, and as needed. The Steering Committee will be charged with the overall oversight of the GPISD's CTE ECHS. Its responsibilities will include:

- i. Developing and implementing the academic and professional policy as related to the GPISD's CTE ECHS;
- ii. Developing and implementing budgets and financial policy as related to the GPISD's CTE ECHS;
- iii. Ensuring adherence to Applicable Law that affects the well-being of students enrolled in GPISD's CTE ECHS; and
- iv. Annually reviewing the MOU and suggesting revisions as necessary or advisable; and
- v. Develop and implement four-year degree plans for each student which will have students taking both college and high school courses every semester

c. GPISD's CTE ECHS Administrative Team. SJCCD will provide a representative to participate in the process of hiring the GPISD's CTE ECHS principal, who shall be an employee of GPISD. GPISD will also employ an Assistant Principal. GPISD will provide a representative to participate in the process of hiring the SJCCD North Campus Dual Credit Director, who shall be a SJCCD employee. SJCCD shall designate the person to serve as Liaison with GPISD as it relates to the GPISD's CTE ECHS. The SJCCD Liaison will cooperate with and facilitate communication between the GPISD and SJCCD. The SJCCD Liaison will meet with the GPISD's CTE ECHS principal and other representatives as may be needed to support the GPISD's CTE ECHS.

5. **GPISD's CTE ECHS Organization.** Except for building use policies or as otherwise set forth in this MOU or required by Applicable Law, policies and procedures relating to the high school portion of the Program and GPISD's CTE ECHS shall be governed by GPISD policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and GPISD's CTE ECHS shall be governed by the SJCCD policies and procedures. The GPISD's CTE ECHS on-site administrator ("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 GPISD policy and GPISD's CTE ECHS procedures. SJCCD, in cooperation with the GPISD's 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 as required by SJCCD in accordance with Applicable Law and for supervising instructors of college-level courses.

6. **School Calendar.** The instructional calendar for the high school portion of GPISD's CTE ECHS will be based on the GPISD calendar and comply with all related TEA regulations for attendance. GPISD will adjust its schedule if necessary to enable the GPISD's CTE 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 GPISD's CTE ECHS calendar may vary from that of the GPISD in order to best fit the needs of students and reasonably interrelate with the SJCCD academic calendar.

7. **GPISD's CTE ECHS Facilities.** SJCCD will provide a dedicated space at its North Campus for the GPISD's CTE ECHS ("CTE ECHS Facility"). 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 increase, subject to space requirements of SJCCD for students participating in the regular college program at the North Campus, additional space will be provided to meet the needs of the GPISD's CTE 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. Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the GPISD's CTE ECHS reasonable access to all North Campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with GPISD's CTE ECHS. Access for facilities, services, and resources will be addressed by the GPISD's CTE ECHS Steering Committee and SJCCD Dual Credit Office. GPISD's CTE ECHS students will have a GPISD and a SJCCD identification card, which will give them access to SJCCD facilities and resources available to all students enrolled at SJCCD.

8. **GPISD's CTE ECHS Faculty.**

a. **Faculty for High School Courses.** To teach high school-level courses in GPISD's CTE ECHS, GPISD instructors must meet State certification requirements in their subject area to teach in the State of Texas. GPISD's CTE ECHS instructors teaching non-college level courses will be selected and supervised by GPISD. GPISD employees assigned to the GPISD's CTE ECHS will be evaluated annually by GPISD according to Applicable Law and GPISD policies and procedures.

b. **Faculty for College-Level Courses.** GPISD's CTE ECHS instructors teaching college level or dual credit courses must be regularly employed SJCCD faculty members and meet the same standards of SACS for college-level instructors. SJCCD shall select its instructors who teach the college level courses in which CTE ECHS students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual-enrollment courses. SJCCD shall supervise its instructors who teach the college level in which CTE ECHS students are enrolled, including any adjunct faculty as described in Section 8.c, in accordance with SJCCD policies and procedures.

c. **GPISD Employees as SJCCD Adjunct Faculty.** As needed and to the extent permitted by Applicable Law, faculty of GPISD's CTE ECHS who are GPISD employees and meet the requirements necessary to teach college level courses may apply for adjunct instructor status from SJCCD during their assignment to GPISD's CTE ECHS, and will be entitled to the benefits provided by SJCCD to other adjunct instructor faculty.



d. Salaries of GPISD's CTE ECHS Instructors. 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 GPISD's CTE ECHS. Additionally, SJCCD shall be responsible for payment of the stipend or salary of any adjunct faculty who teach a college level course for GPISD's CTE ECHS, which amount shall be equivalent to the salary or stipend paid to other SJCCD adjunct faculty.

e. Professional Development. 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 GPISD's CTE ECHS Principal and the Liaison.

9. Building a College Culture. The GPISD and the SJCCD will establish a learning community that blends high school and college, instilling a college-going culture among the participating students. GPISD's CTE ECHS students will be aided to:

- a. Develop a four-year high school graduation plan and post-secondary plan;
- b. Participate in high school credit classes, and college credit classes for which students receive both high school and college credit;
- c. Participate in an internship program when possible;
- d. Participate in an advisory class when possible, but at least in 9<sup>th</sup> grade, which provides college campus orientation, academic counseling, college and career planning and additional student support counseling; and
- e. Adhere to student behavioral expectations; and
- f. Participate in at least one college class on the four-year plan per semester.

**10. Outreach to Target Population; Admission of Students to Program.**

a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the GPISD's CTE ECHS by focusing on qualified eighth grade students at all GPISD middle schools in January of each year. This recruitment process will include:

- i. The establishment of a recruitment web site that will provide recruitment and admission information;
- ii. The distribution of recruitment/admission packets to all 8th grade students, as applicable in GPISD;
- iii. Meetings with GPISD counselors, as applicable, to discuss the GPISD's CTE ECHS and answer questions;

- iv. Student/parent meetings that will be held on middle school campuses to explain the opportunities and commitment required of GPISD's CTE ECHS students; and
- v. Development of recruitment and admission information presented in a bilingual mode.

b. Admission Policies. Admission to GPISD's CTE ECHS will be limited to students who reside in the GPISD and who meet the eligibility requirements for enrollment in an early college program and dual enrollment program under Applicable Law. The GPISD and SJCCD recruitment teams will focus on identifying highly-capable students that may or may not be experiencing academic success. Recruitment efforts will also focus on at-risk students, historically underserved student populations, and first generation college students. Additionally, GPISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete online applications for both GPISD's CTE ECHS and SJCCD. SJCCD and the GPISD will develop special college admission requirements to allow students to begin college credit coursework during the freshman year. Students must meet established SJCCD admission requirements for each college class upon enrollment.

c. Transportation. In order to facilitate participation by the target population defined for the GPISD's CTE ECHS, GPISD will be responsible for transportation of the CTE ECHS students to and from the CTE ECHS Facility.

## **11. Curriculum**

a. Courses of Study and Curriculum Alignment. GPISD 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. The SJCCD Liaison and the Principal will be responsible for working with GPISD's CTE ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.

b. Course Requirements: Monitoring. GPISD shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and that GPISD's CTE ECHS students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. GPISD will be responsible for monitoring and ensuring the quality of instruction for the solely high school credit courses offered at GPISD's CTE ECHS. GPISD's CTE ECHS students must meet all of the regular prerequisites for any college-level course. SJCCD will assess each student for readiness to engage in any college-level course. Based on such assessment, the Liaison and the Principal will determine what forms of assistance and remediation may be needed by a student prior to the student's enrollment in a given college-level course. College-level courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College-level academic courses shall be identified in the current edition of LDACGM adopted by the THECB. College-level workforce education courses shall be identified in the current

edition of the WECM adopted by the THECB. SJCCD, in its sole discretion, may offer remedial or developmental courses for CTE ECHS students. Students enrolled in remedial and developmental courses will not earn college credit for those courses. SJCCD will ensure that college course goals and standards are understood. SJCCD will designate personnel to monitor the quality of instruction in order to ensure compliance with all Applicable Law and any accrediting authorities.

c. High School Diploma and Degree. Within this framework, students may be able to earn a High School Program diploma within a four-year time frame and 60 credit hours towards an Associate of Applied Science degree and/or certification.

d. Instructional Materials. The GPISD's CTE ECHS will provide all course materials, including textbooks, syllabi, course packets, and other materials needed for classes at no cost to the student. The funding of materials is addressed in Section 14.c. of this MOU.

e. Physical Education and other High School Only Courses. The Parties acknowledge that physical education is not required as a part of the Associate of Applied Science degree program but may otherwise be required for a high school diploma under Applicable Law. Accordingly, GPISD will be responsible for instruction in physical education and may utilize a designated area of the SJCCD North Campus facility for providing such instruction. Additionally, to the extent that any high school only courses are required for any students enrolled in the CTE ECHS, including, without limitation, remediation classes, they will be provided by GPISD faculty at a location designated by SJCCD at the SJCCD North Campus.

## 12. Students.

a. Student Composition of Classes. GPISD's CTE ECHS students enrolled in SJCCD college-level courses may attend classes composed of only GPISD's CTE ECHS students or may attend classes with regular SJCCD students enrolled in that college-level class. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed under the following conditions:

- i. If the course is required for completion under the State Board of Education Foundation High School Program graduation requirements;
- ii. If the high school credit-only students are College Board Advanced Placement students; and/or
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

b. Academic Policies. The academic policies of GPISD shall apply to all students enrolled in the GPISD's CTE ECHS. The academic policies of SJCCD shall apply to GPISD's CTE ECHS students as to college-level courses.

c. Student Conduct. GPISD's CTE ECHS students are required to adhere to GPISD and SJCCD policies, procedures, and regulations regarding facilities and equipment usage and both SJCCD and GPISD codes of student conduct. All disciplinary action, including, suspension and dismissal from GPISD's CTE ECHS, shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of GPISD and SJCCD, the Parties

will collaborate to resolve any conflict.

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

e. Accounting for Attendance. The Parties shall comply with the TEA Attendance Handbook and any THECB attendance requirements for credit in high school courses. Each GPISD's CTE ECHS faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Law. As applicable, the Parties will refer to the TEA Guidance for CTE ECHS - Dual Enrollment Credit Attendance for documenting formal attendance taking procedures.

f. Grading Periods and Policies; Transcribing. For college level courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course. SJCCD will report a letter or numerical grade based on the SJCCD grading scale to GPISD, which may adapt the grade as required to conform to GPISD policies and procedures. SJCCD will provide approximate mid-term grade averages in addition to semester grades. GPISD will post grades for students enrolled in the CTE ECHS in accordance with the GPISD grading calendar.

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

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

i. Student Support Services. Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. Students will be assigned a mentor/advisor in high school. Teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. Students will also tutor each other and have access to SJCCD tutors. At SJCCD, students will receive support through supplemental



instruction, SJCCD tutors, and/or additional sources identified. The SJCCD Liaison assigned to GPISD's CTE ECHS will work to inform the GPISD's CTE ECHS administration of students with excessive absences and academic concerns in college-level courses prior to the end of a semester to provide for intervention for success. To ensure academic success, the Parties will provide counseling and academic support services, as may be needed. GPISD will assign a specific counselor to its GPISD's CTE ECHS who will provide academic and counseling support to the GPISD's CTE ECHS learning community's students and their parents, and work with the SJCCD Liaison in the areas of test preparation, remediation, and the development of an integrated support system for GPISD's CTE ECHS students across the two institutions. The GPISD counselor and Liaison will work to ensure students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses.

13. **Program Reporting.** The Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the GPISD's CTE 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 under the supervision of the Steering Committee. The annual and other reports will contain information required by TEA, THECB, or as otherwise required by Applicable, which may include, without limitation, the number of credit hours taken and earned, grade point averages, state assessment results, SAT/ACT/PSAT scores, Texas Success Initiative readiness by grade levels, qualifications of CTE ECHS faculty and staff, and locations where courses are taught.

14. **Fiscal Matters.**

a. **Rules for Charging Students.** Students enrolled in the GPISD's CTE ECHS will not be 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. Neither GPISD nor SJCCD will be responsible for costs associated with students re-taking a class due to failure, re-taking a class to obtain a higher grade, or taking courses beyond the prescribed Associate of Applied Science degree plan. Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed AA degree plan will be responsible for all costs associated with the classes at the rate assigned to dual credit students not enrolled in GPISD's Early College High School.

b. **Tuition and Fees.** During the Term, SJCCD will waive 70% of the tuition and fees for all GPISD's CTE ECHS students enrolled in college-credit courses. GPISD will pay to SJCCD 30% of the tuition and fees associated with the college-level courses and provide textbooks, instructional materials, or any costs associated with enrollment for current CTE ECHS students enrolled in college courses at SJCCD. Notwithstanding the foregoing, SJCCD will waive 100% of the tuition for current CTE ECHS students enrolled in EDUC 100 or PSYCH 1300 courses. GPISD will also fund the salaries, benefits, and employment taxes for GPISD's CTE ECHS Principal, Counselor, Independent Study and Research Teacher, support staff, and any other GPISD employees assigned to the Program. SJCCD will provide classroom, office, and other space for the GPISD's CTE ECHS Program at the CTE ECHS Facility. GPISD will support

the GPISD's CTE ECHS' day-to-day operational costs, including administrative and staff salaries, transportation, and facility and other school-related expenditures.

c. Textbooks and Instructional Materials. GPISD will apply to the Texas Education Agency for textbook waivers for college-level instructional materials. If the applications for textbook waivers are not successful, the GPISD will assume responsibility of providing college-level texts and supplemental materials required for classes to the GPISD's CTE ECHS students.

d. Fund Sources. Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. GPISD has committed to the GPISD's CTE ECHS the use of its local funds for instructional, administrative, and professional development costs beyond the expenditure of startup funds. In turn, the SJCCD has agreed to provide administrative, instructional, and support services as well as 70% tuition waiver (or 100% for the two courses listed in Section 14(b)) beyond the expenditure of start-up funds.

e. Fiscal Agent. The GPISD will act as the fiscal agent for the purposes of this MOU. Under this arrangement, the GPISD will be the recipient of GPISD's CTE ECHS funds and will be acting as the intermediary for the GPISD's CTE ECHS.

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

16. Insurance. Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on the SJCCD North Campus property and participation in the Program under this MOU. 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 MOU.

#### 17. Termination of the MOU.

a. Termination for Cause. Either Party may terminate this MOU due to the default of the other Party. An event of default shall be deemed to have occurred if a Party commits a material breach of any provision of this MOU. In the event of default, the non-breaching Party shall provide written notice to the other Party of the breach specifying the provision claimed to be breached. Except in the event of a default that threatened the health or safety of students in which the non-breaching Party may terminate this MOU immediately, the breaching Party shall have thirty (30) days to cure such default. If the breaching Party fails to cure the breach within such 30-day time period, the non-breaching Party may terminate this Agreement upon written notice to the other Party and shall be entitled to any remedies available in equity or law for such breach.

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



c. Termination for Insufficient Enrollment. Either Party may terminate this MOU in the event of insufficient enrollment. For purposes of this Section 17(c), insufficient enrollment means that the number of students who indicate an interest in enrolling in the ninth grade class of the CTE ECHS to begin August 2015 is significantly fewer than the 125 students maximum permitted.

d. Termination Due to Change in Applicable Law. Either or both Parties may terminate this MOU in the event that TEA fails to approve the Program for the next school year or that a change in Applicable Law poses a hardship on either Party in its performance under this MOU or makes the obligations of either Party untenable. Termination for a change in Applicable Law or failure to receive Program approval shall occur at the end of the then current contract year or earlier as may be agreed upon by the Parties.

e. Effect of Termination. Should SJCCD or the GPISD terminate their participation in the GPISD's CTE ECHS, they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

f. Discontinuance of GPISD's CTE ECHS. GPISD and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of GPISD's CTE ECHS. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and GPISD 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 GPISD's CTE ECHS. During the teach-out period, no new or additional students will be enrolled in GPISD's CTE ECHS in grades that have been phased out. If GPISD's CTE 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 GPISD's CTE 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.

## **18. Miscellaneous Provisions.**

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

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

c. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and GPISD may teach college courses as adjunct professors of SJCCD or through

some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this MOU.

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

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

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

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

**COLLEGE:**

San Jacinto Community College District  
District  
Chancellor  
4624 Fairmont Parkway, Suite 200  
Pasadena, Texas 77504

**SCHOOL DISTRICT:**

Galena Park Independent School  
Superintendent  
14705 Woodforest Blvd.  
Houston, Texas 77015

**COPY TO:**

San Jacinto Community College North Campus  
Provost  
5800 Uvalde  
Houston, Texas 77049

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



notice to the other.

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

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

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

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

*[Signatures appear on the following page]*

[Signature page for the Memorandum of Understanding with an Effective Date of \_\_\_\_\_, 2017]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of \_\_\_\_\_:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: Brenda Hellyer 6-5-17  
Dr. Brenda Hellyer, Date  
Chancellor

By: Marie Flickinger 6-5-17  
Mr. Dan Mims, Ms. Marie F. Flickinger Date  
Chairman, Board of Trustees

GALENA PARK INDEPENDENT SCHOOL DISTRICT

By: Angi Williams 5-9-17  
Dr. Angi Williams, Date  
Superintendent

By: Wilfred J. Broussard 5-8-17  
Mr. Wilfred J. Broussard, Date  
President, Board of Trustees