2024-2027
DUAL CREDIT MEMORANDUM OF UNDERSTANDING

BETWEEN

SOMERSET ACADEMY BROOKS

AND

PALO ALTO COLLEGE
ALAMO COLLEGES DISTRICT

PALO ALTO COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SOMERSET ACADEMIES of TEXAS (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its High Schools (herein referred to as the "School"), enter the following Memorandum of Understanding (herein referred to as "MOU") to facilitate the cooperation between the College and the School in the provision of instruction in which an eligible high school student (herein referred to as "Student") enrolls in college courses and receives credit for the courses from both the college and high school (herein referred to as "Dual Credit") for their School. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791. The execution of this MOU nullifies any previous or existing Dual Credit MOUs.

Each School will have a College from the Alamo Colleges District designated as its primary provider. The High School will require Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") approval before implementation if School plans to offer courses at the School site location. Where courses are offered by a College from the Alamo Colleges District other than the Primary College, a separate MOU will be executed with each Secondary College. Primary and Secondary Colleges will be published on the Alamo Colleges District – High School Programs web site at: https://www.alamo.edu/hsprograms.

The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, or minimum grade point average (GPA).

1. **TERM**
   The Initial Term of this MOU shall be September 1, 2024-August 31, 2027. The College shall have the right to initiate a negotiated revision of this MOU prior to commencement of each academic year during the term hereof. The College will define all deadlines for the actions defined in this agreement and will be communicated to the School through the College's Office of High School Programs.

2. **APPLICABLE LAW**

The Parties agree to operate in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (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 (herein referred to as "FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, and Chapter 39 – Public School System Accountability; (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) Texas Education Agency ("TEA") guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) 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"); and (i) all applicable requirements of the SACSCOC.

The Parties agree to operate in compliance with applicable College and School District board policies and procedures that may be agreed upon by the Parties. The Parties agree to comply with all requirements from TEA and any additional requirements for the Dual Credit program adopted by the Texas Higher Education Coordinating Board ("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, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

Texas Education Code § 51.4034 requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the THECB for which a student who transfers to the institution from another institution of higher education is not granted:

(1) academic credit at the receiving institution; or
(2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

(1) the course name and type;
(2) which institution of higher education provided academic credit for the course; and
(3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

(1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in the Workforce Education Course Manual or its successor adopted by the THECB; or

the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB;

(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and

(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College Disability Support Services (herein referred to as "DSS") are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system.

A Student enrolled in any dual credit course requiring disability support services may have differing levels of assistance from the School District and College. For a Student to receive services at the College, the student must first self-identify and submit an electronic DSS Accommodation Request using this link:
https://alamo.guardianconduct.com/incident-reporting/new?incident_type=DSS%20Accommodations.

The School counselor or student must provide a copy of the Student's current 504 plan to the College Disability Student Services when completing the DSS Accommodation Request. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of the School District.

5. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA, as well as those codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the School District will ensure that documentation summarizing collaboration and outreach efforts of College and School District will be readily available and posted.

b. Once fully executed, this MOU will be posted to the School District and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the School District and the College web sites.

   i. Documentation summarizing collaboration and outreach efforts of Institutions of Higher Education and Secondary School partners will be readily available and posted.

ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
iv. Analysis of performance in subsequent course work.

d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

6. PARENT INVOLVEMENT AND OUTREACH

Student education record privacy is protected by the Family Education Record Privacy act and regulations ("FERPA"), which defines family rights to inspect and review Student educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. These rights are exclusively for the parent regarding the School and for the Student regarding the College. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, among releasable data is "directory information," defined by Alamo Colleges District for unrestricted "general" release as: student's name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards. Upon enrolling in the Dual Credit program, each student's general directory information will be subject to the Texas Public Information Act.

a. School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. College staff are prohibited from discussing or disclosing any information specific to students' grades, conduct or other related matters with individuals other than the Student or staff in the School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School. An electronic version of the College FERPA Consent Form may be obtained at: https://www.alamo.edu/academics/academic-resources/student-forms/

7. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the Students.

a. Texas Education Code § 51.9685 (c-2) requires that a student that a Student enrolled in dual credit courses shall file a degree plan with the College at 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 for dual credit courses successfully completed by the Student.

b. The Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

c. The Student will participate in dual credit courses receiving both high school and college credit.

d. The Students will have the same access to student services and facilities as post-secondary college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so Students should carry their identification card at all times. It is recognized that Students may gain access on the College campus to the unrestricted internet access afforded to post-secondary College students. See Student Safety section herein.

8. DUAL CREDIT INFORMATION SESSIONS

The School District will inform students while in middle school and at each high school grade level annually of dual credit opportunities.

a. The information sessions may include:
   i. A web page or link on the School District's or School's website that will provide Dual Credit admissions information;
   ii. Presentations of Dual Credit programs with materials available to all students interested in participating;
   iii. Meetings with middle school counselors, as applicable, to discuss the Dual Credit program options and answer questions;
   iv. Student/parent meetings held at middle school campuses so the School and College can explain the opportunities and total commitment required of Students, as well as possible consequences that a Student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
   v. Development of recruitment and admission information presented in both English and Spanish.
   vi. The College will require all Students to submit a Student/Parent Consent form upon entry into the program. The School will have each student and a parent or guardian sign the consent form defining the requirements and expectations of the Dual Credit program. The School will maintain all consent forms documents and provide an electronic copy of said to the College.
   vii. To adhere to the requirements set forth by HB1638, the College and the School will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. Students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

c. The School is responsible for ensuring that all Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the Dual Credit program. The School will safeguard all vaccination documents and provide an electronic copy of said to the College upon request. The Bacterial Meningitis shot is needed only if students will be attending classes on the College campus.

9. CURRICULUM

a. The School shall administer the TSIA college placement exam to all prospective Students or refer Students interested in taking Dual Credit courses to the College's Testing Center, if the School is not a College Board testing site, prior to submitting their name to the College Office of High School Programs for enrollment into courses requiring specific TSIA scores, abiding by the rules set forth by the College Board and the College. Students must attain TSIA scores aligned with the courses in their selected degree plan to ensure appropriate college level placement, assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The School shall implement a plan for TSIA success, including academic preparation classes for Students. The School will provide academic interventions for Students who do not pass TSIA. Such Students will be administered the identified interventions prior to retesting any portion of the TSIA that was not mastered with required score(s).

c. The School District will share the results from TSIA administered via School District - College Board approved test sites and electronically submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA scores will be electronically uploaded into the College's official system of records. The College agrees to adhere to the confidentiality requirements of FERPA. The College will use students' TSIA assessment score data exclusively for official College business.

d. The College Academic Chairs, along with the School Principal or designee, will be responsible for developing and refining a clear and coherent academic program across the two institutions for curriculum alignment for Students participating in the Dual Credit program.

e. Texas Education Code Section. 51.96852 requires each institution of higher education to develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
   (1) Identify all required lower-division courses for the applicable certificate or degree program;
   (2) Include for each course, if applicable:
      (A) The course number or course equivalent under the common course numbering system approved by the THECB under Texas Education Code Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the THECB.
   (3) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

f. SACSCOC approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.

g. To adhere to the requirements set forth in the goals outlined in Texas Education Code, Sections 28.009 (b-1) and (b-2), the College and the School District will maintain course agreements for each course taught at the School, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form and the respective syllabi. The form will include the length of the course, and approved textbook(s) and/or instructional materials/AlamoBooks+ that will be required for Students to use in their respective courses. The course agreement requirement for the School extends to designation of academic and workforce courses for Traditional Dual Credit. College, School District and School shall ensure that a dual credit course and the corresponding college course offered at the School are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements for each College course. The School District will identify the TEKS or PEIMS Identification Number that aligns with each College course.

h. The College will provide the School District and School the minimum number of instructional minutes required to meet the contact hour requirement, per course, taught on the School site.

i. Texas Education Code Section 28.009(b-2) (6) requires that the School District and the College consider the use of free or low-cost open educational resources in courses offered as dual credit, which when available are specified in the applicable course agreement. See also Section 11 – Course Materials.

j. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course, but not later than the start of the first instructional day that course is delivered. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher or chair makes changes to the current Instructional Materials. For course sections taught at the School, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 11- Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum or verification that both parties agree to the change in instructional materials.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 11 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.

l. The College will provide the School District information about the Alamo Academies work-based learning programs spanning the junior and senior years, so that students are aware of its opportunities. A student enrolling in the Alamo Academies-will follow the prescribed courses as listed in the selected degree plan. The course hour limitations for all Dual Credit programs, including the Alamo Academies, is limited to 14 courses. A Student considering enrollment in the Alamo Academies during the junior year should limit Dual Credit courses taken during their freshman and sophomore years to avoid accumulation of credit hours which could prevent a student from completing the Alamo Academies program plan. The College will ensure that Students are not enrolled into Dual Credit courses outside those listed in the selected degree plan to avoid adverse consequences in the Student's subsequent educational pathway.

m. The College is responsible for ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. Students will participate in college-level work and will be subject to material deemed college level. The School District and School are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The Department Chairs and respective Academic Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, and the College.

n. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These educational resources are intended to support learning and meet the Student Learning Outcomes and comply with requirements from SACSCOC and state standards.

o. The School District will ensure that technology devices or resources are available to the Students so they may successfully access the required course content and educational resources. Internet accessibility, and the use of technical means to manage, restrict or prohibit the access of specific web sites, software, or other educational resources, should be enabled, vetted and coordinated by technical staff from both the School District and College to ensure that the Students taking dual credit courses may have the same successful academic experience as those on the College facilities. In the event that the School District or School are unable to provide technology devices or resources to meet the required technical requirements for the Dual Credit courses to be delivered through the School, the School District, School Principal or designee will coordinate with designees from the College to identify possible solutions.

p. To enroll in any college-level course, Students must meet all of the College course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs or identified College staff member and the School Principal or designee will determine the

forms of assistance and remediation that may be needed by a student in order to meet enrollment requirements for any college-level course.

q. The College maintains a defined process for Students to withdraw from Dual Credit courses. Approval by the College or faculty of record is required to process Student withdrawal requests following the census date for the respective part of term. Once processed, the withdrawal will appear on the Student's College transcript.

r. Census rolls document the Students enrolled in all classes. Failure to list a Student on the census roll by the College's deadline will result in the Student's ineligibility to receive a grade in the respective course. The College requires students to be officially enrolled by the part of term's census date, to meet the number of contact hours required for the respective course and to complete all required assignments to be eligible to receive credit in the form of a grade.

s. The College maintains deadlines for drop requests from all courses. Students enrolled in a course following the drop deadline will receive the grade earned on their transcript. The faculty or School Counselor should advise a Student performing poorly in any Dual Credit course of the value of dropping that course before its drop deadline to avoid recording a poor grade. The School Counselor will contact the College's Office of High School Programs to initiate a timely Student drop request should the Student agree to withdrawal. Withdrawal from the College course does not result in a withdrawal from the high school course.

t. Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to the Academic, Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards section for specific information: https://mypaccatalog.alamo.edu/ .

10. ADVISING

To adhere to the requirements set forth by Texas Education Code, Sections 28.009 (b-1) and (b-2),, the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the School District will provide academic advising as listed herein.

a. Parties will work together to comply with Texas Education Code § 28.009(b-2), which requires, the designation of at least one employee of the district or institution will be responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins course.
b. Texas Education Code §§ 51.9685(b) & (c) require, which states that a student shall file a degree plan with the college 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 college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

b. Texas Education Code §130.0104(c) requires that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the Student must also account for the Student's transition to a particular four-year college or university that the Student chooses and preparations for the Student's intended field of study or major at the four-year college or university.

c. Through the School counselor(s), each Student will receive advising on the five high school endorsements. The College will provide information on the AlamoINSTITUTES appropriate to the Student's selected career pathway. Each Student will select a high school endorsement and higher education degree plan. Information on the AlamoINSTITUTES can be found at: https://www.alamo.edu/enroll/plan/.

d. Texas Education Code § 130.0104(c) requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of high school endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

e. The School Counselor or School designee will work with the college advising staff or HSP staff member to review and register students into courses. Ultimately with the goal to make sure courses count towards the degree at a 4-year university of the Student's choice or a degree or certificate from the College.

f. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide Students with information for transfer pathways while minimizing loss of credits in the transfer process. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: http://myalamocatalog.alamo.edu/content.php?catoid=157&navoid=9481. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations or all degree plans within the Universities in the Alamo Colleges District Transfer Compact. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, it is highly recommended that the College, School District, School and Students communicate with the intended transfer institution to minimizing loss of applicable college course credits in the selected degree plan.

11. COURSE MATERIALS

The School District will provide all required varieties of materials used for course instruction ("Course Materials"), including, without limitation: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement includes a course template/syllabus that identifies the Course Materials required for a course.

All Course Materials utilized in each Dual Credit course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Discipline Chair prior to the start of the first instructional day. Instructional materials are a subset of Course Materials, whether textbook, electronic, paper or mixed, for which the School District will be responsible for supplying to the students. Instructional Materials requirements are determined by the respective College discipline based on how and where the course is taught.

IM Direct refers to a subset of Instructional Materials consisting of electronic codes required of each student for enrollment in a course section.

When Course Material requirements change for courses, the College will notify the School and the School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. This affords the School District ample time to secure the required Course Materials and conform to their respective School District board policies. The School District will ensure that all Dual Credit Students, whether enrolled in courses at the School District or the College, will have the required Course Materials by the first instructional day. Enrolling students in classes is acknowledgement of required Course Materials for a course.

ALAMOBooks+ is a Course Material rental program adopted by the Alamo Colleges District. -The use of ALAMOBooks+ will be determined based on the location of the class and will be defined in the Course Agreement to determine any Instructional Material specification. The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses to identify courses participating in AlamoBooks+ and courses in which the School District or School will be providing Instructional Materials. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges.

a. For course sections taught at the School District:
    i. As part of the Course Agreements, the College specifies the Course Materials for the course, including any Instructional Materials, if applicable.
    ii. Instructional Materials are applied each semester on courses for which Instructional Materials are specified.
    iii. The Instructional Materials specification will be maintained until the course SLOs change, or the content for the course changes with a minimum time frame of three academic years, unless otherwise noted in the Course Agreements.

iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
v. The College's Academic Departments operate on a textbook adoption cycle, which should be considered at the time a course is requested.

vi. The School will purchase and supply the necessary instructional materials to provide to the students, unless the School opts to participate in the ALAMOBooks+ program. If the School opts to participate in the ALAMOBooks+ program:
    1) The School is required to work with the students to ensure the students properly order and receive the required instructional materials.
    2) Alamo Colleges District will cover the rental costs of materials received through ALAMOBooks+ for school districts providing the necessary student information allowing Alamo College District to access Financial Aid for Swift Transfer (FAST) funding.
    3) The School is required to work with the students to ensure that the students properly return all instructional materials as required and Alamo Colleges District may invoice the School for additional charges Alamo Colleges District incurs for instructional materials not returned or returned damaged.

b. For course sections taught only to DUAL CREDIT students on College campus or online:
    i. The College includes any Instructional Materials charge as part of the Course Agreements through the ALAMOBooks+ program. Responsibilities of the School are noted in 11.a.vi.
c. For DUAL CREDIT enrollments in regular college sections on College campus or online:
    i. The College will follow the Guidelines for Selection of Course Materials for all courses. College will notify School District of the Course Material requirements, including any Instructional Materials, for each College course considered for Dual Credit enrollments.
    ii. ALAMOBooks+ **for so long as in effect** at the College, will apply for all courses where the composition of the class is both regular college students and Dual Credit students. Students will need to verify all materials within the Alamo Colleges District system to ensure their receipt of appropriate Course Materials for the course. Enrollment of DUAL CREDIT Students in regular college sections is acknowledgement of agreement of School District that Instructional Materials will be provided through ALAMOBooks+.
    iii. Responsibilities of the School are noted in 11.a.vi.

12. FACULTY

a. All instructors teaching dual credit courses must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the School site must be approved and hired as faculty by the College prior to teaching dual credit courses. The faculty credentialing process used by the College for faculty on the College site will apply for faculty on the School site. The College will designate staff in the respective discipline to supervise and evaluate the faculty on the School site using the same or comparable procedures used with faculty on the College site.

b. Faculty on the School site will be evaluated at least annually by the College or on a comparable schedule as Faculty on the College site.

c. All Faculty, regardless of where the delivery of instruction occurs, must adhere to applicable Alamo Colleges District and College policies and procedures, particularly sections E, F and H. Alamo Colleges District policies are accessible at: https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/ .

d. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the School Principal or designee will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the compensation for the period of service of the identified instructor. Where a teacher cannot be identified by the College and School District, the School District will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan. If neither party can find a credentialed instructor to instruct the course, students will not receive credit and the transcript record will be removed.

e. Instructors teaching dual credit courses at the School will be either high school teachers credentialed by the respective College Faculty Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

f. Student evaluation of instruction takes place each semester and will be a part of the faculty annual evaluation process, regardless of where the dual credit courses are offered. Performance evaluation of all dual credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements, as well as those required by the Texas Education Agency.

g. Faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (Herein referred to as "SLOs"). Faculty based at the School site must upload course syllabi onto Concourse, the College's official reporting system.

h. Dual Credit classes may include both ECHS/PTECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.

i. At the end of each semester, all faculty, regardless of where the instruction is delivered, must submit the End of Semester Clearance report to the designated College department chair by the final grade deadline.

j. To adhere to the requirements of Texas Education Code Section 51.974, all faculty will publish, by the first day of class, a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by faculty are maintained.

13. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide School staff responsible for providing guidance to students on courses yielding dual credit, enrolling students into dual credit courses or any other facet of responsibility related to dual credit programming with release time to attend professional development sessions offered by the College. The College will confer with School District and School Administration to schedule the professional development sessions to the extent that session logistics allow. The professional development sessions will include topics on issues impacting students taking dual credit college level courses while in high school, such as selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs and degree applicability. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the School staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. Sessions may be delivered in either face to face or online formats. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions.

14. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE SCHOOL SITE

The College and School District will provide professional development opportunities to their respective faculty in accordance with their respective institutional policies. The College will provide professional development in critical thinking, leadership, student engagement, discipline-specific topics and other areas deemed necessary.

The School District will provide its faculty hired as College Adjunct Instructors the necessary time to participate in professional development identified by the College. College Adjunct Instructors and Faculty teaching on the College site shall engage in equivalent professional development. . In instances where Adjunct Instructors are contracted outside the hiring deadlines, the department Chair will assign a College Faculty in the respective discipline to assist during the first college semester transition.

15. SCHOOL CALENDAR

The Dual Credit course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are met.

The instructional calendar for the high school portion of the School will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the State Student assessment requirements to ensure said assessments are administered without penalty. The School District, School and College will ensure that the School calendar accounts for the required per-semester contact hours for courses. When the instructional delivery is on the College site, it may be necessary for Students to attend classes on days when the School District is closed (*e.g.*, different holiday closures). When Students take classes at the College scheduled on days when School is closed, the School District will ensure that at least one staff member with administrative authority be on call and available to be reached by the College's Office of High School Programs or other College staff in case of emergency. The designated School staff member will have access to Student emergency contact information. When students take courses online, students are still responsible for submitting assignments as per deadlines designated by professors.

While the College agrees to make scheduling accommodations for required State assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the State, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements are met.

16. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the Dual Credit programs as applicable.

b. Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The School will convert the college course grades according to its grading procedures. The College's Office of High School Programs will provide the School with academic progress or grade status at mid-semester for their respective Students enrolled in Dual Credit courses. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor 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. The School personnel are responsible for advising Students concerning academic progress in high school courses and the College is responsible for such advising for college courses. The School staff and the College designee are responsible for advising and monitoring these actions.

c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn

both term and cumulative 2.0 institution GPA and returns to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at https://mynvccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the School's student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit it to SACSCOC. It will begin the process of creating the corresponding prospectus to outline degree requirements that the School will pursue. The College will provide the School a schedule of when supporting documentation is required from the School. The School District and School will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the School.

f. Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at https://mynvccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance

17. STUDENT SAFETY

The Parties agree that when a Student attending a College facility expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the Student does not pose a threat to self or others. The College will prioritize transitioning management of the issue to School District, the parent / guardian of the student or the most appropriate authority or entity to address the crisis at hand. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

When on the College campus, Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including Students in Dual Credit programs, into emergency alert messages. These messages are sent to all groups

mentioned via the College email, robocalls and text messages to the telephones listed in the system of record.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of Students will be the responsibility of the School District.

Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as is required of all students from each of the Colleges of the Alamo Colleges District.

18. STUDENT CONDUCT

Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from the College, shall be in conformity with the Codes of student conduct of the Parties. All Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Catalog at https://mypaccatalog.alamo.edu/ . In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict.

The School District and the College will inform one another of complaints against a Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct, but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to any College facility. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts. Students may be sanctioned the same as other post-secondary College students and may be subject to exclusion from the College campus and College properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, Alamo Colleges District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

19. STUDENT SUPPORT SERVICES

The Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District, School and College. To promote academic success, the Parties will provide academic support services as may be needed. The School counselor and its designee will work to ensure Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

20. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

Students may participate in age-appropriate activities on the College campus so long as participation does not interfere with the academic requirements of the School. From time to time, Students may be assigned to off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or other post-secondary college students is strictly prohibited.

21. STUDENT DATA SHARING

Parties agree to share student data for the purpose of administering and managing the participating Dual Credit programs. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the participating Dual Credit programs. Each Party shall also promptly notify the other of any onsite or offsite behaviors of Students participating in any Dual Credit program known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements of FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared as school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the School shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the Student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The Student data retrieved from the School District will be entered into Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each Party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each Party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons. With respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

22. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each Party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each Party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

23. TRANSCRIPTION OF COLLEGE CREDIT

College credit for each Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the School staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/.

24. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights applies to students and employees and prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the

Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Title VI prohibits race discrimination against students. Section 504 prohibits discrimination against students and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on the sex of students when they are participating in an educational program or activity at educational institutions receiving federal financial assistance. "Sex" discrimination under Title IX includes gender discrimination and sexual harassment. "Sexual harassment" under Title IX includes sexual assault, dating violence, domestic violence, and stalking occurring on property of the college district when the student is participating in an educational program or activity.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender, race, or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District has designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution of District-wide complaints of alleged civil rights violations. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties may agree on which party will investigate initially or agree to investigate jointly, including the scope of joint investigation and each other's access to the complainant, respondent, and witnesses.

All DUAL CREDIT Students will have access to AlamoCARES, a prevention, education and support program regarding sexual harassment, dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender, race, or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: https://www.alamo.edu/about-us/compliance/title-ix/

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the Dual Credit program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA readiness by grade level, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. Texas Education Code Sections 28.009 (b-1) and (b-2) and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development

information to parents of Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the Dual Credit program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students for cost associated with dual credit.

b. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.

c. In the case of any courses for which the School District by Course Agreement opts to have its students participate in ALAMOBooks+ or for which ALAMOBooks+ is required, the School District shall pay for any unreturned or significantly damaged leased materials as referenced in Section 11 – Course Materials.

d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

e. Adjunct Instructors at the School site delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. Alamo Colleges District will pay dual credit stipends for dual credit courses based on the Cost-Sharing Model. Dual Credit students constitute those in traditional Dual Credit, ECHS, or P-TECH.

f. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year and updated beginning with the 2024-25 Academic Year with the availability of FAST funding. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all student enrollments per College census dates.

i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay $1000 for each course section that contains at least 15 students and $600 for each course section with enrollment between 8 and 14 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the third full week of April for the Spring semester.

ii. Where the College contracts the college instructor to teach a course, the School District will pay $50 per student for students identified as FAST eligible and $100 per student for students not identified as FAST eligible to the Alamo Colleges

District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by the first week in February for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

1. Where the College contracts the college instructor to teach a course for ENGL 1301, ENGL 1302, HIST 1301, HIST 1302 or GOVT 2305, there will be no per student charge, regardless of FAST eligibility, for the School District.

g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.

h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: http://www.alamo.edu/free.

i. Summer Opportunity will be allowed for students participating in Dual Credit Programs (Dual Credit, ECHS, P-TECH, Academy) when appropriate and agreed upon by both parties. Alamo Colleges will directly invoice the School District for all students participating in summer program. Students participating in Summer Opportunity will be required to obtain all course related materials through AlamoBooks+ and appropriate charges will be assessed on invoice to the School District.

30. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

31. TERMINATION OF THE MOU

Either Party may terminate this MOU through written notice to the other party given not later than the last calendar day in December and to be effective for the ensuing academic fall semester. In the event of termination, the School District, School and College will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the authorized representatives from both Parties as listed herein.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

33. FOOD SERVICES

The School District will provide for all applicable Student meals as required by State and Federal law and School District rules and procedures as applicable when students attend a College site.

34. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

35. NO WAIVER OF IMMUNITY

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

36. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

37. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

38. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each Party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-

from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

School District:
SOMERSET ACADEMIES OF TEXAS
4802 Vance Jackson Road
San Antonio, TX 78230
ATTN: Deputy Superintendent: Cory Oliver
cory.oliver@somersetacademytx.org

College:
ATTN: College President
1400 W. Villaret Blvd.
San Antonio, TX 78224
rgarza@alamo.edu

Alamo Colleges District:
Alamo Colleges District
ATTN: Vice Chancellor of Academic Success
2222 N. Alamo St.
San Antonio, TX 78215
grailey@alamo.edu

Alamo Colleges District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
dst-legal@alamo.edu

39. NON-APPROPRIATION

The Parties hereto acknowledge that College and School District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or School District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

40. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

41. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

42. RELATIONSHIP

The relationship of the School District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as

creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ 11/15/2024

Dr. Robert Garza
College President
Palo Alto College

By: George Railey (Nov 18, 2024 07:52 CST) 11/18/2024

Dr. George Railey, Jr.
Vice Chancellor for Academic Success

SOMERSET ACADEMIES

By: Cory Oliver (Nov 12, 2024 07:53 CST) 11/12/2024

Cory Oliver
Superintendent of Schools

APPROVED
By Ross Laughead at 11:02 am, Aug 26, 2024

PAC-SOMERSET ACADEMY BROOKS MOU 2024-2027

Final Audit Report 2024-11-18

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Agreement completed.

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