Memorandum of Understanding  
For An Early College High School 
Between the Laredo Independent School District 
And  
Texas A&M International University 
August 31, 2017 to August 31, 2022

This Memorandum of Understanding is hereby entered into by and between Texas A&M International University, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter called “University”), acting by and through its President and the Laredo Independent School District, a Texas political subdivision (hereinafter called “District”), acting by and through its Superintendent.

PREAMBLE

WHEREAS the parties to this Memorandum of Understanding desire to establish an Early College High School (“ECHS”), serving grades 9-12, and provide Concurrent Enrollment for Academic Dual Credit University courses for high school students for whom a smooth transition into postsecondary education is now problematic, including students who are first-generation college goers, students who have not had access to the academic preparation needed to meet college readiness standards, students for whom the cost of college is prohibitive, underrepresented minorities, and English language learners; and

WHEREAS Early College High Schools are small schools in which students earn both a high school diploma and two years of college credit toward a Bachelor’s degree;

WHEREAS Early College High Schools prepare high school students through the implementation of high school readiness standards for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates; and

WHEREAS both the District and the University are willing and able to participate in the facilitation of this program to the benefit of the students the program seeks to assist;

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

STATEMENT OF GENERAL DUTIES AND OBLIGATION

1. GOVERNANCE
   a. The Early College High School established under this agreement will be governed by state and federal laws and regulations, and District policies and requirements.
   b. An advisory committee composed of representatives from the University and District will meet at least quarterly to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.
   c. The school principal (chief administrative officer of the Early College High School) will be an employee of the District. The District will be responsible for payment of benefits, if any, to the principal, and the principal shall not be entitled to receive employee benefits from the University, including but not
limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. The District assumes full responsibility for all benefits including, but not limited to, workers’ compensation, unemployment insurance, social security, Medicare and income taxes with respect to the principal.

Should the school principal position become vacant and the need to appoint a new principal arise, following all Laredo ISD Human Resources Policies and Procedures, the University will be represented on the principal search committee, take part in the deliberations, and (along with the committee) make a recommendation to the Superintendent.

d. All ECHS instructors must meet state certification requirements in their subject area to teach in the state of Texas. ECHS faculty will be hired and evaluated by the District. All University instructors must meet the University’s academic requirements for the Academic Dual Credit Courses. University faculty will be hired and evaluated by the University.

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

2. PROVISIONS OF COURSES
The University will give credit for courses taken as dual credit courses, with primary emphasis on the core curriculum requirements for all degrees, which includes a total of 42-60 semester credit hours (SCHs). Additionally, possibly during their senior year and after completion of their 42 SCH core curriculum, students may take courses in their chosen field of study.

3. COURSE COMPLIANCE
The University is responsible for involving full-time faculty teaching in the discipline to oversee University course selection and sequence as appropriate for ECHS students. Academic department chairs and their faculty will be involved in the assignment of faculty to teach the University courses.

4. ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS
The ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition, the ECHS must administer the Texas Success Initiative (TSI) college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin University courses based on their performance as soon as students are able and willing. The University will assist the ECHS in the administration of the TSI college placement exam.

5. CURRICULUM ALIGNMENT
The ECHS will organize a curriculum committee with representatives from the District, ECHS faculty, and University faculty representing core content areas. This committee will maintain curriculum alignment and ascertain that attainment of college readiness standards features prominently in the high school curriculum. If applicable, stipends for University faculty will not be paid by the Laredo ISD. The ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.

6. PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY
The ECHS and University shall provide opportunities for ECHS and higher-education faculty to collaborate through planning, teaching, and professional development. The ECHS will provide common planning time for ECHS instructional faculty and other appropriate staff, including school leaders and, when
possible, higher-education faculty. Teacher mentoring and professional development will be made available where necessary. When possible, the University shall participate and create professional development opportunities for ECHS faculty, including adjunct and dual enrollment faculty trainings each semester.

7. FACILITIES
Courses will be conducted at facilities provided by the District on the ECHS site and/or on the University campus. High school students and high school instructors will have access to all ECHS instructional facilities on the University campus and to certain agreed upon non-instructional resources available at the University. Students and instructors will receive a campus identification card. The District will evaluate the facilities on an on-going basis and determine the necessity of providing additional facilities in the future.

8. TUITION AND FEES
The District will assume responsibility for the timely payment of all tuition and fees for students enrolled in required ECHS courses. The University will provide an account of student’s tuition and fees and will invoice the District for that amount. Tuition and fees are reviewed annually and will be adjusted, if there is any campus-wide increase to the applicable tuition rates or fees, or if the legislature increases the state rate of tuition or decreases the formula funding for dual credit courses. Additionally, new fees may be added if the University and District agree to add new fees (from those currently charged to University students) in exchange for the delivery of additional services or access to additional facilities. Any such adjustments will be communicated to the District during the spring semester to align with the District’s budget process. At present, the University waives the student services, health, student center, and athletics fees and discounts board authorized tuition and the university services fee.

9. BOOKS AND SUPPLEMENTAL MATERIALS
The District will provide ECHS students with University-approved textbooks, for courses taught by University faculty. The District will be responsible for purchasing textbooks and supplemental materials required for classes from the most cost effective entity as determined by the course syllabi and provided to students enrolled in the ECHS program. Textbooks purchased by the District for University courses taught as part of the ECHS program should be used for at least 4 years from the date of purchase or until a new edition is available.

10. TECHNOLOGY AND TECHNOLOGY SUPPORT
The University’s Office of Information Technology will provide support to the ECHS and work in collaboration with the district's Technology Department.

11. STUDENT RECRUITMENT AND SELECTION
To secure the broadest applicant pool possible, the ECHS will recruit qualified eighth grade students at all participating districts' middle schools. This process will include:

- Creation of an ECHS website that provides recruitment and admission information;
- Distribution of recruitment/admission packets to middle school students in the District;
- Meetings with middle school counselors to introduce and explain the concept of the ECHS;
- Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of ECHS;
• Presentation of recruitment and admission information in a bilingual mode; and
• Parent and student interviews

12. STUDENT ENROLLMENT AND ATTENDANCE POLICIES
All ECHS students will take the required college placement exams and meet the minimum score requirements as determined by the University in order to enroll in University courses. Upon mutual agreement, the University will assist with enrollment at the ECHS at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. The ECHS principal’s office and counseling center, working with the University’s registrar’s office, will maintain a schedule of courses that will be offered to every cohort class for planning and advising purposes. Students will be advised as to the transferability of all University credit offered and earned.

It is assumed that a vital part of every student’s education is regular attendance of class meetings. Every faculty member keeps a current attendance record on all students. Additional information is available in the current University Student Handbook.

A student who abandons courses without officially withdrawing will receive a grade of “F” in each course, regardless of when that student ceases to attend classes.

13. GRADING PERIODS AND POLICIES
The University will keep the ECHS abreast of students in jeopardy of failing a class and provide numerical grades for all university classes for the purpose of calculating district GPAs. The University will report the status of ECHS students’ progress in University classes during the fourth week of each University semester, and will also report Mid-semester grades four weeks later. Semester grades and grading policies are outlined in each instructor’s course syllabus. ECHS personnel are responsible for advising ECHS students concerning academic progress in the course’s high school component.

Grades are due in the Office of the Registrar by the published date and time. Grade reports will reflect term and cumulative GPAs. Transcript corrections due to major change or repeat course are updated prior to the next grade reporting period. The University Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance.

The ECHS shall follow District policy as to the weighing system for the University grade for the ECHS student’s final high school grade point average (GPA).

ECHS students must meet academic standards for coursework completed at the University. The ECHS, in addition to students, will be notified at the beginning of each semester and summer of any student placed in academic probation and/or suspension. Students will be placed on Academic Probation at the conclusion of any long semester (Fall or Spring) when their institutional cumulative grade point average at the University falls below 2.0. Such students are encouraged to participate in academic support programs and to seek academic advising. Students on Academic Probation may enroll for one additional semester in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in the computation of the current semester grade point average. In the case of a repeated course, the last grade recorded will be used in the computation. Students on Academic Probation who fail to achieve the minimum institutional cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on
Academic Suspension must sit out one long semester and may re-enroll after such absence under Academic Probation. Prior to enrolling, the returning student must meet with an academic advisor to develop an academic improvement plan. The student may appeal the Academic Suspension to the Dean of the College/School, or the Dean’s designee, in which he/she is pursuing a degree by submitting a petition for academic reinstatement and a student self assessment. If the petition is approved, the student will be permitted to enroll on Academic Probation. Prior to enrolling, the returning student must meet with the Dean to develop an academic improvement plan.

Removal of Academic Suspension Status by Wintermester, Maymester or Summer Study
Students placed on Academic Suspension at the end of fall or spring semesters may attend the subsequent wintermester, maymester or summer sessions at the University. If the student achieves an institutional cumulative grade point average of 2.0 or better at the conclusion of the Wintermester, Maymester or summer terms, the Academic Suspension status will be removed.

The University uses the following grading system:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Interpretation</th>
<th>Grade Points Per Sem. Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Excellent</td>
<td>4.0</td>
</tr>
<tr>
<td>B</td>
<td>Good</td>
<td>3.0</td>
</tr>
<tr>
<td>C</td>
<td>Satisfactory</td>
<td>2.0</td>
</tr>
<tr>
<td>D</td>
<td>Minimum Passing</td>
<td>1.0</td>
</tr>
<tr>
<td>F</td>
<td>Failing</td>
<td>0.0</td>
</tr>
<tr>
<td>I</td>
<td>Incomplete</td>
<td>Not Computed</td>
</tr>
<tr>
<td>W</td>
<td>Withdrew</td>
<td>Not Computed</td>
</tr>
</tbody>
</table>

14. FUNDING AND AVERAGE DAILY ATTENDANCE (ADA)
The ECHS shall generate ADA funds from the attendance of students which will be used to provide funding for the operations and expenditures of the high school as authorized in the education code. District elective courses and activities involving fine and performing arts, UIL academic participation, intramural activities, clubs etc. may be funded through ADA or high school allotment as appropriate.

15. INSTRUCTIONAL CALENDAR
For University courses taken for credit, the University instructional calendar will be used. The ECHS will follow the District’s calendar for all other courses and for satisfying mandated school district instructional day attendance requirements and ADA.

16. TRANSPORTATION
The district will provide transportation to the University. Pick up and drop off areas will be determined by the District.

17. CONDUCT
ECHS students are required to adhere to University regulations regarding facilities and equipment usage, and University and District codes of conduct and policies, subject to appropriate action taken by the District and University.

18. PERFORMANCE EVALUATION
The University and the District will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the Advisory Committee.

19. SUSTAINABILITY
The University and District have planned and budgeted for sustainability beyond the expenditure of start-up funds. The District will provide local funds for instructional, administrative, professional development and maintenance of facility costs. The University will provide administrative, instructional, and support services.

20. PROVISIONS FOR DISCONTINUING THE ECHS OPERATIONS
Should the University or District decided to discontinue the Early College High School, provisions will be made to allow the 11th and 12th grade cohort to continue operation through that cohort's scheduled graduation from the ECHS. Both the University and the District will continue to meet all of the required design elements and provide full support for all students enrolled under the ECHS Model.

21. SAFETY
If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the University, the response to such incidents will be based upon operating University regulations, guidelines, and procedures as well as other agreements between the District and the University that have been executed for specific issues.

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

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

24. TERM, RENEWAL, AND TERMINATION OF AGREEMENT
The MOU will be in effect through August 31, 2022. The MOU will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for successive one (1) year terms. The University and District reserve and have the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of the termination. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires.

25. INSURANCE
The University and District, each at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without retention, or a self-insurance program which shall provide general liability coverage for professional liability, property damage, and bodily injury.
26. CONFIDENTIALITY OF STUDENT RECORDS
The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. The parent(s) of any authorized student shall have access to his or her child's records. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. section 1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal, and local laws and regulations, including FERPA and School District Policy series FL. The Parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

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

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

29. NOTICES
Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. The District and the University can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

To the Laredo Independent School District
Laredo Independent School District
Attn: Superintendent
1702 Houston Street
Laredo, Texas 78041

To Texas A&M International University
Texas A&M International University
Attn: President
5201 University Blvd.
Laredo, Texas 78041-1900

Page 7 of 8
30. TEXAS LAW TO APPLY
This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

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

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

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

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this 6th day of March, 2017.

TEXAS A&M INTERNATIONAL UNIVERSITY – LAREDO
By: [Signature]
   University President

LAREDO INDEPENDENT SCHOOL DISTRICT
By: [Signature]
   Superintendent

By: [Signature]
   President of the Board of Trustees