

**Memorandum of Understanding
for Mercedes Early College Academy
between South Texas College
and the Mercedes Independent School District**

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

I. PREAMBLE

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

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

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

WHEREAS both **Mercedes ECA** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

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

II. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

1. GOVERNANCE:

- a. The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of an Early College High School designation.

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

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

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

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

3. **INSTRUCTORS:** All instructors must meet the College's academic requirements for all academic dual credit courses. The School District will provide and will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted

at the **Mercedes ECA**. The College will provide an instructor who meets the College's academic requirements for that course, provided the class has an enrollment of a minimum of twelve (12) students and no more than twenty-five (25) students. Exceptions to enrollment minimum and maximum allotments require College and departmental approval.

4. LOCATION, COSTS, TRANSPORTATION:

a. The **Mercedes ECA** is located at:

837 S. Ohio Ave, Mercedes, Texas 78570

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

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

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

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

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

5. ADMINISTRATION OF STATEWIDE INSTRUMENTS UNDER SUBCHAPTER B, CHAPTER 39: Mercedes ECA shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition Mercedes ECA will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by Mercedes ECA.

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

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

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

Mercedes ECA students are expected to meet academic standards for coursework completed at the College. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 (C average) are considered scholastically deficient and can be placed on early academic alert, mandatory intervention, or academic suspension as appropriate by the College or Mercedes ECA. All grade points earned by a student will be included in the computation of the current semester and in the cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation. Good Standing, Early Academic Alert, Mandatory Intervention, and Academic Suspension are determined each regular (Fall or Spring) semester on the basis of the student's current semester grade point average and academic standing requirements are listed in the College's Academic Catalog. Academic Probation, Continued Academic Probation, and Academic suspension at the College may last for one regular fall or spring semester. Students placed on Academic Probation, Continued Academic Probation, and Academic Suspension may enroll for summer sessions for the purpose of raising their cumulative GPA to the level required for good standing. Continued enrollment at Mercedes ECA and the College will be evaluated according to the process developed by the Mercedes ECA and College.

Students registering more than two times for a course for which they previously have earned a grade of D, F, or W at the College will be limited to enrolling in no more than four (4) dual credit courses during the fall and spring terms and two (2) dual credit courses during each of the summer terms. Exceptions to the credit hour limit will require the approval of the Division Dean over the repeated course.

The following grading system is used at South Texas College:

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

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

8. CURRICULUM ALIGNMENT: The Mercedes ECA and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28) or an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The Mercedes ECA will provide students with academic, social, and emotional support in their course of study. The College will regularly update the Mercedes ECA counselor and principal regarding College curricular changes. Mercedes ECA is responsible for ensuring that state course requirements for high school graduation are fulfilled. The Mercedes ECA and College will establish a course equivalency crosswalk and will be updated as required. The college catalog identifies the number of credits that may be earned for each college course offered at Mercedes ECA.

9. BOOKS AND SUPPLEMENTAL MATERIALS: The School District will provide Mercedes ECA all textbooks, equipment, and supplemental materials required for the cohort (S sections) classes. College-approved textbooks purchased by the School District as required for a college

course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to students on the first-class day. Exceptions must be discussed with the Director for Dual Credit Pathways and the Department Chair.

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

11. ELIGIBILITY OF Mercedes ECA STUDENTS FOR FINANCIAL ASSISTANCE: Mercedes ECA students are eligible for financial assistance for courses taken outside of the course offerings at Mercedes ECA. Tuition is waived when students enroll in dual credit “S” section courses within their selected degree plans. Dual Credit “S” section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance education courses. Enrollment in courses outside of the student’s selected degree plan is prohibited by the College.

12. STUDENT ENROLLMENT POLICIES: Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. Mercedes ECA students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on STC adopted TSI scores. Mercedes ECA students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a. *Student Eligibility:* The College requires School District partners to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College *Dual Credit Program Enrollment and Support Services Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs Department webpage at the following link: <https://www.southtexascollege.edu/dual/isd-partners/files/Dual-Credit-Enrollment-Manual.pdf>

All students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College’s *Board Policy #3200 Student Admissions*. School District partners will work with the College to make certain that all dual credit students are enrolled by the first day of classes to help ensure student success and will comply with the College Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs Department webpage at the following link:

<http://studentservices.southtexascollege.edu/outreach/>.

b. *Course Load:* As stated in the College’s *Board Policy #3232 Dual Credit Student Eligibility Requirement*, dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students will be

limited to only two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students should not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

Students who want to enroll in regular (non-S) section(s) must be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 12 or more students in the same course type during the same semester will require an "S" section to be created by the School District. Criteria is available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

- c. *Composition of Class:* The School District may not enroll both Dual Credit/ECHS and Non-Dual Credit students in the same section unless one or more of the applicable exceptions for a mixed class comply with the conditions outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed as below:
 1. Mixed Class Exceptions
 - a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
 - b. If the high school credit-only students are College Board Advanced Placement students.
 - c. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits. If the School District enrolls Non-Dual Credit high school students in a Dual Credit course, the School District must submit a Course Exception Report Memorandum to the College by Census Day. The report will include the name of the students, students' ID numbers (A#), the applicable exception and justification. The School District will send a notification to students that they

have been enrolled in the class for high school credit only and will not receive college credit.

2. Contingency of Enrollment

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

d. Collaboration and Outreach Efforts: The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

e. Advising: The College and the School District shall offer comprehensive college advising services for dual credit students consisting of a First-Time Dual Credit Student Module, group enrollment advising using DegreeWorks, face-to-face advising and a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:

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

ii. The District will provide the following services and resources:

- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

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

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

- a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school or college administration.
- b) Only the last accepted cohort will be allowed to continue as designated until students phase out of the 12th grade.

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

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

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

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

18. DATA SHARING: FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District,

including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any student level data received from the College shall not be shared outside the District without prior authorization from the College.

The College partners may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the partner organization and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

19. PATHWAYS ALIGNMENT: The College shall provide a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

20. ADVISING STUDENTS ON TRANSFERABILITY AND APPLICABILITY: The College will provide advising opportunities to **Mercedes ECA** students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

21. STUDENT CONDUCT: All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from South Texas College and all related programing, under the South Texas College Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of South Texas College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the South Texas College Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District. Further, South Texas College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

22. COLLEGE CREDIT EARNED THROUGH DUAL CREDIT:

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

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

24. RECOGNITION OF HIGER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **courses, degrees, or certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] collaborates with South Texas College, our Higher Education partner, to offer college credit hours, college certificates and degrees, while saving families hundreds of thousands of dollars by waiving tuition and fees."

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's *Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs* at www.southtexascollege.edu/go/dual-credit-marketing (see Exhibit B for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

25. COMMENCEMENT CERMONIES: To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program

and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

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

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

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

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

30. 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.

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

32. **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.

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

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

To: Mercedes ISD	To: South Texas College
Carolyn Mendiola	Dr. Shirley A. Reed
Superintendent of Schools	President
206 W. Sixth Street	P.O. Box 9701
Mercedes, Texas 78570	McAllen, Texas 78502-9701

35. **TEXAS LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in McAllen, Texas - Hidalgo County.

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

37. **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.

38. **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.

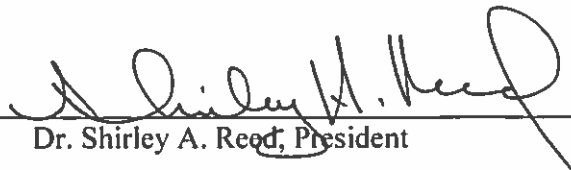
39. **COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION):**
In the event that during any term hereof, the governing body of any party anticipates not appropriate, or does not appropriate, sufficient funds earmarked to meet the obligations of such

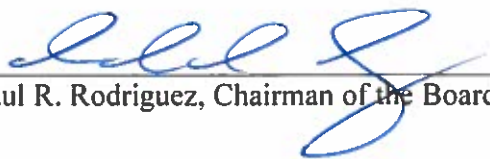
party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall be given no later than July 1st. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1st. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Add. §271.903.

40. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this 17th day of February, 2020.

SOUTH TEXAS COLLEGE

By: 
Dr. Shirley A. Reed, President

By: 
Paul R. Rodriguez, Chairman of the Board, South Texas College

MERCEDES INDEPENDENT SCHOOL DISTRICT

By: 
Carolyn Mendiola, Superintendent of Schools

By: 
Oscar Riojas, President of the Mercedes ISD Board of Trustees