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## Office of the Chancellor/Finance & Administration Signature Request Form

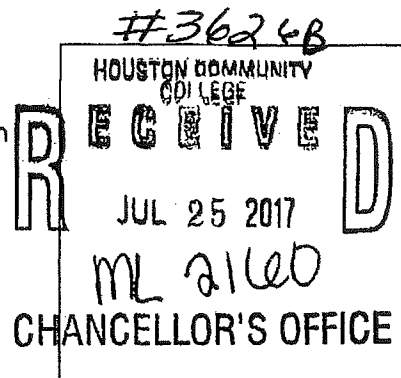
Date Submitted: 7/25/17  
7/12/2017

- ☒ Chancellor  
☐ Finance & Administration  
☐ Both

Date Needed: 7/18/2017

From: Dr. Catherine O'Brien

Phone: 82383



Do not write in this area

Document Type: Amendment II-HCC and HISD

Return to: Sharon Flowers X88228

Amount:  
(if applicable) -0-

- ☒ Will Pickup  
☐ Return by interoffice mail

Mail Code:         

Brief summary  
of attached  
document and/or  
comments:

This is a Second Amendment to the Partnership Agreement between HCC and HISD. It includes a desire to amend the terms of the agreement presented as Exhibit C.

I have reviewed and approved the attached document for the Chancellor's signature.

Signature: <u>[Signature]</u>	Print Name: <u>Dr. Catherine O'Brien</u>	Title: <u>AVCCR</u>	Date: <u>7/13/17</u>
Signature: <u>[Signature]</u>	Print Name: <u>Dr. Kimberly Beatty</u>	Title: <u>VCIS</u>	Date: <u>7/18/17</u>
Signature: <u>[Signature]</u>	Print Name: <u>SANDRA GARCIA</u> <u>ASSISTANT GENERAL COUNSEL</u>	Title: <u>        </u>	Date: <u>7/24/17</u>

**\*\*All signature request over \$75,000 must include a copy of the Board Approved Action Item and Minutes. This information can be found on the HCC Website via the following link: [www.hccs.edu/district/about-us/boardoftrustee/board-meetings/](http://www.hccs.edu/district/about-us/boardoftrustee/board-meetings/)**

**To Ensure Timely Processing:**

All pages requiring signature must be clearly flagged.

All documents must be completely filled out.

All signature requests must be submitted a **minimum** of three (3) days before needed. Requested return date cannot be guaranteed.

All approval signatures must be obtained prior to submission to the Office of the Chancellor.

PLEASE KEEP THIS CERTIFICATION WITH THE DOCUMENT



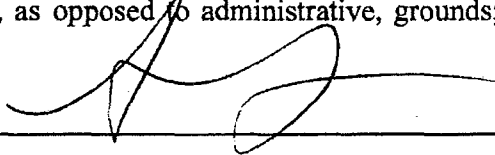
**HOUSTON COMMUNITY COLLEGE  
OFFICE OF THE GENERAL COUNSEL  
CONTRACT REVIEW CERTIFICATION**

DATE	7/14/2017
CONTRACT NUMBER	3626B
CONTRACT TYPE	Second Amendment To Agreement
END USER/ SUBMITTING DEPT.	Dr. Kimberly Beatty
VENDOR NAME	Houston ISD
ASSIGNED ATTORNEY	Sandra Garcia

OFFICE OF GENERAL COUNSEL CERTIFICATION:

I have reviewed the aforementioned contract entirely and attest that it: (a) does not contain legally prohibited provisions; (b) includes all legally required provisions; and (c) is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

Signature: \_\_\_\_\_

 7/25/17

The END USER/SUBMITTING DEPARTMENT understand and acknowledge the following:

- 1) The goods/services covered by the contract have been procured in accordance with all applicable provisions of Texas law, regulations, and HCC's policies and procedures;
- 2) Confirms that all contract terms and provisions are clearly and accurately stated;
- 3) End user has reviewed and understands all provisions of the contract;
- 4) It is the end user's responsibility to ensure that all business terms contained in the contract are accurate, complete, and enforceable; and
- 5) End user ensures the contract is in compliance with all applicable laws and regulations.

*Please notify Sharon Flowers, Contracts Administrator, immediately if there are any concerns with the above.*



## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Partnership Agreement between HCC and Houston Independent School District ("Amendment") is dated effective as of the later of January 9, 2017 or date fully executed by both parties ("Effective Date"), and is entered into by and between Houston Community College ("HCC"), an agency and institution of higher education organized under the laws of the State of Texas, and Houston Independent School District ("HISD")

HCC and HISD entered into that certain Agreement between HCC and HISD dated effective August 1, 2016 (the "Agreement") and modified the Agreement via the First Amendment dated effective January 2, 2017.

HCC and HISD now desire to amend the terms of the Agreement as more particularly set forth below:

1. Exhibit C, "Student Data Sharing between HISD and HISD" attached to the Agreement is hereby stricken and restated in its entirety and shall hereafter be and read as provided in Exhibit C, "Student Data Sharing between HCC and HISD" attached to this Amendment and incorporated for all purposes.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between HCC and HISD with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, HCC and HISD have executed and delivered this Amendment effective as of the Effective Date.

HISD Research and Accountability

By: Carla Stevens

Carla Stevens Date  
Assistant Superintendent, Research  
and Accountability

HOUSTON INDEPENDENT SCHOOL DISTRICT

By: Richard A. Carranza 8/17/18

Richard A. Carranza Date  
Superintendent of Schools

APPROVED AS TO FUNDING/  
BUSINESS TERMS

By: \_\_\_\_\_

Rene Barajas, Ph.D. Date  
Chief Financial Officer

OR

By: Sherrie Robinson 08-04-2017

Sherrie Robinson Date  
Controller

APPROVED AS TO FORM

By: \_\_\_\_\_

Elneta Hutchins-Taylor Date

OR

By: Miles J. LeBlanc 08/03/2017

Miles J. LeBlanc Date  
Assistant General Counsel

HOUSTON COMMUNITY COLLEGE

By: Cesar Maldonado 07-26-17

Cesar Maldonado, Ph.D., P.E. Date  
Chancellor  
Houston Community College

APPROVED AS TO FUNDING/  
BUSINESS TERMS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

E. Ashley Smith  
General Counsel

E2798

# Exhibit C

## Student Data Sharing between HCC and HISD

HISD agrees that the data transferred from HCC to HISD is and shall remain the sole and exclusive property of HCC. HCC agrees that the data transferred from HISD to HCC shall remain the sole and exclusive property of HISD. The Parties acknowledge under this Agreement that individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either party. Data that is released must be used consistent with the Family Education Rights and Privacy Act ("FERPA"), HIPAA and HISD and HCC policies and procedures for managing student education records and other confidential information. HISD grants HCC, and HCC grants HISD permission to use such data only for the following purpose and for no other purpose: To track all current HISD students who take courses for credit at HCC, including past course enrollment while maintaining enrollment at HISD.

- (1) The scope of the data sharing between HCC and HISD addressed in this Agreement is limited to the following:

(a) Student Identifier

- (1) First Name, Last Name, Middle Initial.
- (2) Social Security Number (SSN) or other student record identifier.
- (3) Date of Birth (DOB).

(b) Semester End Date

(c) Enrollment Information:

- (1) Course name;
- (2) Course ID;
- (3) Semester Grade;
- (4) Associate Degree Earned (Y/N);
- (5) License Awarded (Y/N);
- (6) Certification Awarded (Y/N); and
- (7) If "Yes" to 4, 5 or 6, Provide Type and Program Name.

- (d) Provide HISD with TSI-A results of any HISD student who tests at HCC, as available.

(2) Data Sharing

A portion of the relevant student data shall be provided by HISD to HCC and a portion of the data shall be provided by HCC to HISD. The data shall be provided in the following format: either Microsoft Excel or Access.

- (a) HISD will provide:

- (1) Enrollment information for all students:
  - (a) First Name, Last Name, Middle Initial;
  - (b) Social Security Number (SSN) or other student record identifier;
  - (c) Date of Birth (DOB);
- (2) High School Attendance;
- (3) Date of High School graduation;
- (4) Endorsement areas of each student;
- (5) Special group identification, for example Futures Academy or ECHS; and
- (6) Cumulative GPAs.

(b) HCC will provide persistence data:

- (1) Student Identifier;
- (2) Semester Identifier; and
- (3) Enrolled in credit course this semester (Y/N)
- (4) Available TSI-A results of students tested from HISD, as available.

(1) Confidentiality

HISD and HCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, HISD and HCC shall establish a system of safeguards that shall at minimum include doing the following:

- (a) HISD and HCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by HISD and HCC;
- (b) HISD and HCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information;
- (c) HISD and HCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;
- (d) HISD and HCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which used to process, store, or transmit data provided under the Agreement;
- (e) HISD and HCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under

the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;

(f) HISD and HCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to the Agreement;

(g) HCC shall return to HISD all data or any portions thereof requested by HISD or, at HISD's election and subject to proper notice to HCC, HCC shall destroy all or any part of HISD's data that is within the possession or control of HCC; and

(h) HCC shall obtain permission from HISD prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.



## FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") to the Partnership Agreement ("Agreement") between Houston Community College ("HCC") and Houston Independent School District ("HISD") is dated effective as of the later of January 2, 2017 or date fully executed by both parties ("Effective Date").

HCC and HISD entered into the Agreement to partner in the delivery of dual credit courses, college prep classes, early college programs for eligible high school students, dated effective August 1, 2016.

1. HCC and HISD now desire to amend the terms of the Agreement as more particularly set forth below:
  - A. **Exhibit A. Eligible Dual Credit Courses Section F. "Funding"** Paragraph 6, attached to the Agreement, is hereby amended and restated in its entirety and shall hereafter be and read as follows: "HCC will pay HISD \$2,010 per completed section of dual credit courses, as invoiced by HISD, provided course sections have a minimum of 15 students for Career and Technical Education Courses or 20 students for Academic Transfer courses. Payment is due 30 days from the invoice date. Any overage of funds may only be used for dual credit program expenditures."
  - B. **Exhibit A. Eligible Dual Credit Courses Section F. "Funding"** Paragraph 7, attached to the Agreement, is hereby amended and restated in its entirety and shall hereafter be and read as follows: "If the minimum enrollment is not met and the district decides to run the class, the compensation will be pro-rated based on the student count. CTE classes would receive \$134.00 per student enrolled at the end of the semester and Academic Transfer classes would receive \$100.50 per student enrolled at the end of the semester."
  - C. **Exhibit A. Eligible Dual Credit Courses Section F. "Funding"**, attached to the Agreement, is hereby amended by adding Paragraph 8 which shall hereafter be and read as follows: "The teachers will attend all meetings and training as other adjuncts, and will comply with the learning objectives and rigor as determined by HCC."
  - D. **Exhibit A. Eligible Dual Credit Courses Section F. "Funding"**, attached to the Agreement, is hereby amended by adding Paragraph 9 which shall hereafter be and read as follows: "If HISD determines their embedded dual credit faculty will receive less than the regular adjunct rate, the pay per adjunct will be \$1,910 per class."



E. Exhibit A. Eligible Dual Credit Courses Section F. "Funding", attached to the Agreement, is hereby amended by adding Paragraph 10 which shall hereafter be and read as follows: "No change to the amount of money embedded dual credit faculty earns shall be made without the mutual agreement of both parties."

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between HCC and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, HCC and Contractor have executed and delivered this Amendment effective as of the Effective Date.

Houston Independent School District

Houston Community College

By: Richard A. Carranza 3/10/17  
Richard A. Carranza Date  
Superintendent of Schools

By: Cesar Maldonado 02-17-17  
Cesar Maldonado, Ph.D., P.E. Date  
Chancellor

APPROVED AS TO FUNDING/BUSINESS TERMS

APPROVED AS TO FORM

By: Sherrie Robinson  
Sherrie Robinson  
Interim Chief Financial Officer

By: \_\_\_\_\_  
E. Ashley Smith Date  
General Counsel

APPROVED AS TO FORM Date: 3-06-2017

By: \_\_\_\_\_  
Elnetta Hutchins-Taylor Date  
General Counsel

By: Miles J. LeBlanc 03/03/2017  
Miles J. LeBlanc Date  
Assistant General Counsel

E2587



**PARTNERSHIP AGREEMENT  
BETWEEN  
HOUSTON COMMUNITY COLLEGE  
AND  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
FOR  
DUAL CREDIT COURSES/HB5 COLLEGE PREP MATH AND ENGLISH  
COURSES/STUDENT DATA SHARING/EARLY COLLEGE HIGH SCHOOL/  
/MIDDLE COLLEGE HIGH SCHOOL**

This Partnership Agreement is entered into by and between Houston Community College System ("HCC"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, 77002, and Houston Independent School District ("HISD"), a Texas independent school district whose main office address is, 4400 West 18<sup>th</sup> Street, Houston, TX 77092 (individually, "Party and collectively, "Parties"), effective as of August 1, 2016.

**RECITALS**

Whereas, HCC and HISD desire and agree to partner to offer dual credit classes, college prep classes, early college programs, and share student data;

Whereas, the purpose of this Agreement is to describe the entire relationship between the Parties including the benefits each may receive;

Whereas, the Parties have entered into such similar partnerships and wish to restate their responsibilities and obligations;

Whereas, the Parties find that it is within their mission and purpose to enter into such a partnership;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCC and HISD, intending to be legally bound, agree as follows:

F. Shared use of facilities, including designated classrooms, labs, offices, restrooms and libraries that reduce the operating cost and promotes collaboration of students, faculty, staff, and community members in the program success.

G. Selection of students that reflects the diversity of Houston.

#### 4. Program Commitments

The programs covered under this Agreement include Dual Credit courses, Developmental Mathematics and English Language Arts courses (HB5), and Early College High School programs ("programs"). This Agreement will also cover the transferring and sharing of student data between the Parties in support of these programs.

The Parties commit to:

- a. Collaborate in the design and execution of challenging and innovative instructional programs (including Early College, Middle College, Dual Credit, and College Prep Math and College Prep English courses).
- b. Comply with all applicable guidelines, standards and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools (SACS), and the Texas Higher Education Coordinating Board (TEA).
- c. Schedule classes in support of these programs.
- d. Recruit eligible students.
- e. Evaluate the programs and share student data in order to track and evaluate student and program successes.
- f. Market the partnership.

#### 5. Understanding of the Parties

- a. Nothing in this Agreement is to be construed as transferring responsibility from one party to the other.
- b. Each party will each comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code; and applicable HCC policies and procedures.
- c. Subject to the applicable laws and to the regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be

HISD failure to comply with the requirements of this section shall be considered a breach of this Agreement.

7. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, HISD AGREES TO INDEMNIFY, RELEASE, AND HOLD HCC AND HCC'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY HISD AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

8. Criminal History Background Check Requirements

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, HCC hereby certifies that all employees and contractors of HCC who are hired by HCC on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

HCC shall send or ensure that its employees and contractors send to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

HCC must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

9. Records Retention and Audits

The Parties shall comply with all applicable laws regarding records including but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Freedom of Information Act ("FOIA"), the Texas Public Information Act ("TPIA"), and the Texas Records Retention laws ("RR laws").

It is understood and agreed that HCC is a separate legal entity from HISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. HCC and its contractors assume full responsibility for the actions of their personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

B. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of HCC or HISD, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of HCC or HISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

C. Notice

Any notice required to be given under the provisions of this Agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Houston Community College  
Attn: Cesar Maldonado, Ph. D., P.E.  
Chancellor  
3100 Main Street  
Houston, TX 77002

To: Richard A. Carranza  
HISD Superintendent of Schools  
4400 W. 18<sup>th</sup> St.  
Houston, Texas 77044

Partnership Agreement between HISD and HCC re. Dual Credit Courses, HB5 Courses, Student Data Sharing, Early College HS and Middle College High School

By signing the Agreement, both parties affirm that there is no personal or financial conflict of interest between its employees and contractors or their families and the institution.

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

HCC and HISD have executed and delivered this Agreement to be effective as of the *Effective Date*.

**Exhibits Included:**

Exhibit A: Dual Credit Courses

Exhibit B: College Prep Math and College Prep English Courses (HB5)

Exhibit C: Data Sharing

Exhibit D: Early College High School

Exhibit E: Middle College High School

**Signature Page to Follow**

## Exhibit A

### Eligible Dual Credit Courses

Courses offered for dual credit by HCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Texas Higher Education Coordinating Board (THECB) or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the THECB. In addition, S.B. 1004 allows school districts in Harris County and surrounding counties to contract with any of the 10 community college districts in the region to provide dual credit programs, to the benefit of students who would have expanded choices of programs and more opportunities to earn college credit and career training.

#### (A) Eligibility:

- (1) A high school student is eligible to enroll in HCC dual credit courses if the student:
  - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) on relevant section(s) of the TSI assessment instrument; or
  - (b) Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative and is otherwise approved by HCC according to the provisions indicated below.
- (2) A high school student is also eligible to enroll in HCC academic dual credit courses under the following conditions:
  - (a) A student achieves a minimum designated Level 2 final phase-in score (i.e. 4000 or higher) on the Algebra I end-of-course assessment and/or the English II end-of-course assessments (i.e. 2000 or higher), relevant to the courses to be attempted. An eligible high school student who has enrolled in dual credit courses under this provision shall not be required to demonstrate further evidence of eligibility to enroll in dual credit courses; or
  - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the Critical Reading and/or Mathematics test relevant to the courses to be attempted. An eligible high school student who has enrolled in dual credit under this provision must demonstrate eligibility to enroll in dual credit courses in subsequent grades; or
  - (c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in Mathematics and English. An eligible high school student who has enrolled in dual credit under this provision must demonstrate eligibility to enroll in dual credit courses in the subsequent grade.

and for dual credit courses taught electronically, HCC will comply with applicable THECB rules and procedures for offering courses at a distance.

- (2) In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically and offered at the discretion of the College.

**(C) Composition of Class:**

- (1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:
  - (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; or
  - (b) If the high school credit-only students are College Board Advanced Placement students; or
  - (c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

**(D) Faculty Selection, Supervision and Evaluation**

- (1) HCC shall select or credential recommended HISD instructors of dual credit courses. These instructors must be regularly employed faculty members of the college or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at HCC; and
- (2) HCC shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at HCC.

**(E) Course Curriculum, Instruction and Grading**

HCC shall ensure that a dual credit course and the corresponding course offered at HCC are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.



Partnership Agreement between HISD and HCC re. Dual Credit Courses, HBS Courses, Student Data Sharing, Early College HS and Middle College High School

***(H) Transcription of Credit***

For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

- (e) To provide curriculum for the course that is consistent with HCC Student Learning Outcomes;
  - (f) To follow the school district's Grading Expectations;
  - (g) To deny students enrolled in these courses exemptions from HCC final exams;
  - (h) To ensure that students fill out either an HCC online application or an ApplyTexas.org application; and
  - (i) To provide assistance with college applications, enrollment and financial aid applications.
- (4) HISD agrees to the following for the College Preparatory Mathematics courses:
- (a) To administer the HCC departmental final exam. Students may not use calculators on the exam;
  - (b) To provide and utilize Math XL as possible (the use of Math XL is optional so long as all course topics are taught). No calculator may be used by students on the final exam for each student enrolled in the course;
  - (c) In order for a student to receive TSI exemption in Mathematics at HCC, the student's grade must be a C or above according to HISD's grading scale; and
  - (d) The course(s) will each be posted on the student transcript as independent one-semester courses designated by course name.
- (5) HISD agrees to the following for the College Preparatory English courses:
- (a) To administer the HCC INRW final exam as part of the students' course grade;
  - (b) To teach and grade the required essays according to the rubrics agreed upon by HCC. (TEA Rubrics for Expository, Persuasive, and Literacy Analysis); and
  - (c) In order for a student to receive TSI exemption in ELA at HCC, the student's grade for each semester must be at least a C according to HISD's grading scale. HCC and HISD will attempt to collaborate as much as possible to ensure that the essay grading standards are consistent with those of HCC. There is no essay revision allowed once the final exam and course ends.
- (6) HISD agrees to the following for both the Mathematics and English courses:
- (a) To provide highly qualified instructors for the courses being taught;
  - (b) To identify students who are not college ready; and
  - (c) To provide professional development and resources.
- (7) TSI Exemption
- The TSI Exemption for high school College Prep courses is now 24 months. A student must enroll in HCC within 24 months of a student's graduation from high school. If the

## Exhibit C

### Student Data Sharing between HISD and HCC

HISD agrees that the data transferred from HCC to HISD is and shall remain the sole and exclusive property of HCC. HCC agrees that the data transferred from HISD to HCC shall remain the sole and exclusive property of HISD. The Parties acknowledge under this Agreement that individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either party. Data that is released must be used consistent with the Family Education Rights and Privacy Act ("FERPA"), HIPAA and HISD and HCC policies and procedures for managing student education records and other confidential information. HISD grants HCC, and HCC grants HISD permission to use such data only for the following purpose and for no other purpose: To track current HISD students who earned credit in a dual credit course, or have graduated or completed a sequence of courses leading to certification, licensure or an Associate Degree from HCC while maintaining dual enrollment at HISD

- (1) The scope of the data sharing between HCC and HISD addressed in this Agreement is limited to the following:
  - (a) Student Identifier
    - (1) First Name, Last Name, Middle Initial.
    - (2) Social Security Number (SSN) or other student record identifier.
    - (3) Date of Birth (DOB).
  - (b) Semester End Date
  - (c) Dual Credit Course(s) Enrollment Information:
    - (1) Course name;
    - (2) Course ID;
    - (3) Semester Grade;
    - (4) Associate Degree Earned (Y/N);
    - (5) License Awarded (Y/N);
    - (6) Certification Awarded (Y/N); and
    - (7) If "Yes" to 4, 5 or 6, Provide Type and Program Name.
  - (d) Provide HISD with TSI-A results of any HISD student who tests at HCC, as available.

- (c) HISD and HCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;
- (d) HISD and HCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which used to process, store, or transmit data provided under the Agreement;
- (e) HISD and HCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;
- (f) HISD and HCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to the Agreement;
- (g) HCC shall return to HISD all data or any portions thereof requested by HISD or, at HISD's election and subject to proper notice to HCC, HCC shall destroy all or any part of HISD's data that is within the possession or control of HCC; and
- (h) HCC shall obtain permission from HISD prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.

- (h) Provide academic counseling and guidance for ECHS students by the IHE partner;
- (i) Ensure that required textbooks for HCC courses remain in use for a minimum of three years
- (4) Collaborate with HISD on the building plans and funding arrangements for the agreed upon shared space by ECHS and HCC;
- (5) Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of ECHS including, but not limited to locks, HVAC, plumbing and custodial services; and
- (6) Schedule to lock or unlock buildings and rooms so that ECHS personnel have appropriate access to campus and staff.

**(B) Duties of High School.** HISD agrees to:

- (1) Collaborate with HCC and ECHS officials in participation with the Middle College National Consortium;
- (2) Collaborate with HCC and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the partnership;
- (3) Collaborate with HCC on the construction plans and funding arrangements for the agreed upon shared space by ECHS and HCC;
- (4) Pay all costs associated with HCC's set up of telephone, electronic mail and other telecommunication equipment and services for use of the ECHS students, faculty and staff;
- (5) Provide its own computer equipment, network and software needs;
- (6) Allow ECHS Principals to participate in all College Executive Team meetings, including the following stipulations:
  - (a) Team should include high level personnel with decision making authority – SSO or High School Chief for ECHS and Dean of Academics or Dean of Student Development for the IHE;
  - (b) All minutes and agendas should be publicly available;
  - (c) Group should meet to revise Partnership Agreement annually to ensure it is working for both entities;
  - (d) All members should have shared responsibility;
- (7) Abide by HCC rules and regulations regarding building use, security, and students' rights and responsibilities; and
- (8) Collaborate with HCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance, including:
  - (a) The ECHS will post IHE grades to the High School transcript in a timely manner so that no course duplication occurs;

## Exhibit E

### Middle College High School

This agreement is made and entered into by and between Houston Community College District (hereinafter HCC) and the Houston Independent School District (hereinafter HISD) on behalf of Middle College High Schools (MCHS) to be located on the Gulfton Campus of HCC Southwest College and the Fraga Campus of HCC Southeast College for the purpose of HCC allowing HISD to use HCC premises for conducting high school classes under the following terms and conditions.

The Middle College High School (MCHS) and the Early College High School (ECHS) are variations of an innovation first started at LaGuardia (NY) Community College in 1974. The basic idea is to group a small number of students in a high school located on a college campus. The goals of the school are to reduce the high dropout rates that typically characterize crowded urban schools, better prepare students for college, and attract more students to higher education.

Whereas the ECHS is intended to prepare high school students to complete as many college-level credit hours as possible, up to and including those for the award of an associate's degree, the Middle College High School serves students at a lower academic level and greater risk of dropout. The MCHS is smaller (150 students), has a similar high school staff (principal, faculty, counselor), operate on a college site during "off-peak" hours (e.g., late morning – 5 PM), and has reduced expectations in terms of students' completion of college level hours while students are still in high school.

(A) **Scope of Agreement:** The scope of the agreement and the parties agree as follows:

(1) **The purpose of this agreement** is to allow the MCHS to use designated areas of the Gulfton Campus of HCC-Southwest College and the Fraga Campus of HCC-Southeast College for:

- (a) Conducting classes for its high school students;
- (b) Office space for faculty and administrators.

(B) **Cost.** HCC will charge HISD \$0.20/per square foot per month for maintenance, house-keeping, and utilities for the space utilized by the MCHS. For example: 7,000 sq. ft. x \$0.20 per square foot = \$1,400 per month or \$14,000 for 10 months.

- (8) Schedule to lock and unlock buildings and rooms so that MCHS personnel have appropriate access to campus and staff.
- (9) Provide the same level of security services for the MCHS students and staff as HCC students and staff.
- (10) Collaborate with HISD officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.

**(E) Duties of High School. HISD agrees to:**

- (1) Collaborate with HCC officials in the design and execution of challenging and innovative instructional programs (including early college, dual credit, and developmental education classes); scheduling of classes; recruitment of eligible students; program evaluation; and marketing of the partnership.
- (2) Collaborate with HCC to fulfill all Partnership Agreements guidelines in the offering of any Dual Credit, college prep, and developmental classes.
- (3) Collaborate with HCC to fulfill all requirements of the Texas Education Agency, Texas Higher Education Coordinating Board and Commission on Colleges, Southern Association of Colleges and Schools (SACS).
- (4) Collaborate with HCC officials to fulfill any grant expectations and seek additional grant dollars in support of the partnership.
- (5) Collaborate with HCC on any plans for use of shared space for the MCHS.
- (6) Pay all costs in relation to instructional and student services personnel for operation of the MCHS, including one-half salary for a dedicated "liaison position" to ensure smooth communications between HISD and HCC.
- (7) Pay all costs associated with the set up and ongoing operation of telephone, electric mail, and other telecommunication equipment and services, electricity, security, and other designated costs of the MCHS.
- (8) Provide its own computer equipment, network and software needs as well as instructional materials and equipment, including labs.
- (9) Allow MCHS Principal to participate in HCC College Executive Team meetings as appropriate.
- (10) Abide by HCC rules and regulations regarding building use, security, and students' rights and responsibilities.
- (11) Collaborate with HCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.
- (12) Collaborate and mutually agree with HCC on students' restricted use of parking. HCC and HISD will provide parking fees consistent with the fees charged HCC students and employees.