



HOUSTON COMMUNITY COLLEGE



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## Office of the Chancellor Signature Request Form

☒ **URGENT**

☒ Chancellor  
☐ Sr. Vice Chancellor  
☐ Chief of Staff

OGC# 3626C

Date Submitted:

02/20/2018

Date Needed:

From:

Dr. Catherine O'Brien, AVC College Readiness

Phone/text:

713-718-5201

Document Type:

(Select from the drop down box)

Contract Agreement (Must go through OGC)

Amount:

(If Applicable)

Return to Name:

Return to Email:

Sharon Flowers

X88228

Office of General Counsel

latoya.smith@hccs.edu

☒ Will Pick up

☐ Return via interoffice mail

Mail Code:

Brief summary of attached document and/or comments:

MOU Amendment for SACS Response

Original OGC #3626C

I have reviewed and approved the attached document for signature.

Signature:

Print Name:

Dr. Catherine O'Brien

Title:

AVC, College Readiness

Date:

2/16/18

Signature:

Print Name:

Dr. Norma Perez

Title:

Interim, VC, Instr'l Svc &

Date:

2/14/18

Signature:

Print Name:

IZZY ANDERSON  
ASSISTANT GENERAL COUNSEL

ie:

Date:

2/20/18

\*\*\*All signature request over \$100,000 must include a copy of the board approved Action item and Minutes. This information can be found on the HCC website via the following: [www.hccs.edu/district/about-us/boardoftrustee/board-meetings/](http://www.hccs.edu/district/about-us/boardoftrustee/board-meetings/)

To Ensure Timely Processing:

Signature request form must be typed, filled out entirely and correctly.

All pages requiring signature must be clearly flagged (NO STAPLES).

All documents must be completely filled out.

All signature request 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.

Failure to do the above can result in your documents being returned and may affect processing time.



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

DATE	2/16/2018
CONTRACT NUMBER	3626C
CONTRACT TYPE	Third Amendment to MOU
END USER/ SUBMITTING DEPT.	Dr. Norma Perez
VENDOR NAME	Houston Independent School District
ASSIGNED ATTORNEY	Izzy Anderson

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: \_\_\_\_\_

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.*

**Third Amendment to Partnership Agreement**  
**Between**  
**Houston Community College**  
**System And**  
**Houston Independent School District**

This Third Amendment to MOU ("Amendment") is by and between the Houston Community College System ("HCCS"), 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"), located at 4400 West 18th St., Houston, TX 77092-8501

WHEREAS, HCCS and HISD entered into a Memorandum of Understanding ("MOU") on February 16, 2018; and

WHEREAS, HCCS and Contractor desire to amend the MOU as set forth herein.

NOW THEREFORE, for good and valuable consideration, the parties intending to be legally bound agree as follows:

**I. Amendment MOU**

The terms set forth in this Amendment shall be in addition to and construed together with the terms of the MOU.

The parties acknowledge that amendments are subject to the terms and conditions of the MOU.

In the event that language in this Amendment conflicts with language in the MOU, the language of this Amendment shall control as follows:

- 1. HISD shall insure that students have access to, or knowledge of, the required instructional materials, including textbooks and other instructional resources, (including lab materials and online access) for students to successfully complete dual-credit courses.**
- 2. HCC deans/department chairs will specify the instructional materials needed for each course or program of study on an annual basis (including lab materials and access to online resources). If the appropriate resources and materials are not in place at last seven (7) business days prior to the start of each semester, then the dean may cancel the class.**

- 3. HCC is responsible for providing information on the instructors scheduled to teach dual-credit courses. If an instructor has not been identified to teach the course (30) days prior to instruction, the class may be cancelled.**
- 4. HCC shall provide a list of required instructional materials, including textbooks and other instructional resources, forty-five days (45) prior to the start of each semester. If an instructor has not been identified forty-five days (45) prior to the start of the term, a default textbook will be assigned to that course.**
- 5. HISD shall provide a complete course schedule for dual credit courses a minimum of sixty (60) days prior to the start of the semester.**

## **II. Incorporation of Amendments**

Upon and after execution of this Amendment to the MOU, all references to the MOU shall mean the MOU as modified by this Amendment. These documents shall constitute the entire MOU of the parties.

Except as provided in this Amendment, execution and delivery of this Amendment shall not amend, modify, or supplement any provision of, or constitute to, or waiver of, any noncompliance with the provisions of the original MOU and except as provided in this Amendment, the MOU shall remain in full force and effect.

This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same MOU.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

**SIGNATURE PAGE TO FOLLOW**

PROVIDER

HOUSTON INDEPENDENT SCHOOL DISTRICT

HOUSTON COMMUNITY COLLEGE

By: \_\_\_\_\_  
Rene Barajas, Ph.D. Date  
Chief Financial Officer

By: See next page for signatures

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

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

Date: \_\_\_\_\_

OR

\_\_\_\_\_  
Taxpayer Identification Number

By: Sherrie D. Robinson  
Sherrie Robinson Date  
Controller 5-21-2018

APPROVED AS TO FORM

By: \_\_\_\_\_  
Hans P. Graff Date  
Deputy General Counsel

OR

By: \_\_\_\_\_  
David Galbraith Date  
Assistant General Counsel

By: Miles J. LeBlanc  
Miles J. LeBlanc Date  
Assistant General Counsel 05/17/2018

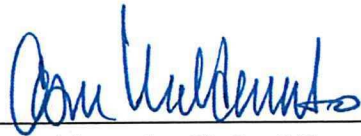
E3329

**HoustonIndependent School District**

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

Dr. Richard Carranza  
Superintendent  
Date:

**Houston Community College**

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

Cesar Maldonado, Ph.D., P.E.

Chancellor

Date: 02-26-18



**HOUSTON COMMUNITY COLLEGE**  
**OFFICE OF GENERAL COUNSEL**

**CONTRACT REVIEW CERTIFICATION**

DATE	9/14/16
CONTRACT NUMBER	3626
CONTRACT TYPE	Partnership Agreement for Dual Credit Courses/HB5 College Prep Math and English Courses/Student Data Sharing/Early College High School/Middle College High School
CONTRACT ORIGINATOR/ SUBMITTING DEPT.	Dr. Kimberly Beatty
VENDOR NAME	Houston Independent School District
ASSIGNED ATTORNEY	Valerie Simpson

OFFICE OF GENERAL COUNSEL CERTIFICATION:

The General Counsel's Office approves this contract only as to legal form and not substance. The Office of General Counsel's approval is not a substitute for administration review in accordance with the College's policies, procedures, or processes. All applicable departments and administrative authorities shall review and approve the provisions of the contract that are within their area of responsibility.

I have reviewed the aforementioned contract entirely and attest that it is in acceptable legal form and ready for final execution. The contract is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

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

*Valerie Simpson*  
Date: 9/23/16

The CONTRACT ORIGINATOR/SUBMITTING DEPARTMENT understands and acknowledges:

- 1) If, applicable, 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) All applicable HCC policies, procedures, and processes have been followed and all appropriate departments have approved the provisions in the contract that are within their area of responsibility;
- 3) Confirms that all business terms and provisions are clearly and accurately stated;
- 4) Confirms review and approval of the contract; and
- 5) Ensures the contract is in compliance with all applicable laws and regulations.

*Please notify Sharon Flowers (x88228) if there are any concerns with the above.*



**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:

## **TERMS AND CONDITIONS**

### **1. Scope of Agreement**

The Parties shall partner to provide the courses and programs in accordance with the general obligations and responsibilities of each party attached hereto and incorporated herein for all purposes and made part of this Agreement:

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

### **2. Term and Termination**

The period of this Agreement shall be in effect from August 1, 2016 to July 31, 2019 ("Term") unless renewed or earlier terminated. Either Party may terminate this Agreement with or without cause upon one-hundred and twenty (120) days prior written notice to the other Party. In the event of such termination, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the then current term.

### **3. Principles for Partnership**

In furtherance of the objectives of this partnership, the Parties acknowledge the following principles of the partnership:

- A. Establishment of a full and equal partnership between HCC and HISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions.
- B. Collaboration in planning, implementation, and continuous improvement of programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- C. Provision of college readiness and dual credit courses for which students might qualify.
- D. Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
- E. Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both parties.

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

released by any of the Parties with the consent of the other party or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.

d. In the event that an HISD student engages in conduct that would result in disciplinary action against an HCC student, HCC agrees to inform HISD of the conduct prior to the finalization of any HCC disciplinary action against the HISD student. However, HCC shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of HCC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the HCC.

e. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable.

f. In accordance with the Family Educational Rights and Privacy Act (FERPA), HCC and HISD will protect HISD students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.

#### 6. Insurance

HISD shall obtain and maintain in force for the duration of this Agreement and any extensions thereof, at HISD's sole expense, all insurance required by state or federal law, including, but not limited to, General Liability Insurance. HISD will supply evidence of such insurance to HCC Risk Management or obtain Waiver of Insurance from HCC Risk Management prior to performing services.

The General Liability policy will name HCC as an Additional Insured. A Waiver of Subrogation in favor of HCC and notice of cancellation will be provided in writing in accordance with policy provisions. Certificates of insurance verifying the foregoing requirements will be provided to HCC prior to commencement of any services under this Agreement. If a policy contains deductible provisions, HISD will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against HCC, its agents, employees or representatives.

The original Verification of Insurance Coverage will be forwarded to:

**Physical:**

HCC Risk Management  
3100 Main St., 4th Floor  
Houston, TX 77002

**Mailing:**

HCC Risk Management  
P.O. Box 667517  
Houston, TX 77266-7517

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").

All records and reports generated, prepared, assembled, or maintained by HISD in relation to this Agreement shall be available for review, inspection, and audit by HCC and its auditors. Copies will be made available upon request and in conformity with FERPA, the FOIA, the TPIA, and the RR laws.

HISD understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct and audit or investigation in connection with any state funds distributed in furtherance of this Agreement. HISD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.

#### 10. Confidential and Proprietary Information

The Parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (1) hold the disclosing party's Confidential Information in strict confidence, and (2) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (3) use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply to any portion of a party's confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party, (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party, (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such a required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party seek protective order or other remedy.

#### 11. Debarment and Suspension

HCC and HISD certify that it is not presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

#### 12. General Provisions

##### A. Relationship of the Parties.

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

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

#### D. No Waiver of Immunity

Neither HCC nor HISD waives or relinquishes any immunity of defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

#### E. Authorization of Contract

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

#### F. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

#### G. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

#### H. Governing Law; Venue

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision), and, for purposes of resolving claims or litigation relating to this Agreement, the parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas.

#### I. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

#### J. Complete Understanding

This Agreement shall constitute the complete understanding of HCC and HISD, and may not be modified in any manner without the express written consent of both parties and supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties of the Agreement.

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**


## SIGNATURE PAGE

### HOUSTON COMMUNITY COLLEGE

By:  09-29-16  
Cesar Maldonado, Ph.D., P.E. Date  
Chancellor  
Houston Community College

### HOUSTON INDEPENDENT SCHOOL DISTRICT

By:  11/13/16  
Richard A. Carranza Date  
Superintendent of Schools

APPROVED AS TO  
FUNDING BUSINESS TERMS  
 9/13/16  
Kenneth Huewitt Date  
Deputy Superintendent of Schools  
Chief Financial Officer

### APPROVED AS TO FORM

 FOR  
E. Ashley Smith Date  
General Counsel

### APPROVED AS TO FORM

 09/08/2016  
Miles J. LeBlanc Date  
Assistant General Counsel

18574

# **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.

- (3) A high school student is eligible to enroll in HCC workforce education dual credit courses as follows:
  - (a) Level One certificate courses: no testing or end-of-course assessment minimum required.
  - (b) Level Two certificate courses: the student must demonstrate that he or she has achieved the designated minimum final phase-in score on the Algebra I (i.e. 3872 or higher) end-of-course assessment and/or the English II reading (i.e. 1929 or higher) or English II Writing (i.e. 1928 or higher) end-of-course assessments relevant to the courses to be attempted.
  - (c) A student may enroll only in the workforce education dual credit courses for which the student has demonstrated eligibility.
  - (d) A student who is exempt from taking TAKS or STAAR end-of-course assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
- (4) Students who are enrolled in private or non-accredited secondary schools or who are home- schooled must satisfy paragraphs (1) – (3) of this subsection.
- (5) To be eligible for enrollment in an HCC dual credit course, students must meet all of the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.)
  - (a) Students wishing to enroll in more than two dual credit courses per semester at HCC must meet the guidelines established by mutual agreement between HCC and HISD.
  - (b) HCC and HISD agree that a student enrolling in more than two dual credit courses in a semester must pass all courses during that semester with a grade of C or better to continue to enroll in more than two dual credit courses in following semesters.
  - (c) This provision does not apply to students enrolled in approved early college high school programs.
- (6) HCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
- (7) Freshmen and sophomore students wishing to enroll in dual credit courses must have principal or counselor recommendation for consideration to take a dual credit course.
- (8) HCC and HISD will make a collaborative decision of which dual credit courses will be available for students.

**(B) Location of Class:**

- (1) Dual credit courses may be taught at an HCC campus or at the HISD campus. For dual credit courses taught exclusively to high school students on the high school campus

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.

**(F) Funding**

- (1) Dual credit courses are offered free of charge to any student who lives in-district or who lives out-of-district.
- (2) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- (3) HCC may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (4) This provision does not apply to students enrolled in approved Early College High School programs.
- (5) HCC may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.
- (6) HCC will pay HISD \$1,910 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.
- (7) 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 \$127.00 per student enrolled at the end of the semester and Academic Transfer classes would receive \$95.50 per student enrolled at the end of the semester.

**(G) Academic Policies and Student Support Services**

- (1) Regular academic policies applicable to courses taught at HCC must also apply to dual credit courses. These policies should include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.; and
- (2) Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded to HCC students. HCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Disability-related accommodations in a course for which college credit is awarded will be assigned by HCC's Ability Services in accordance with current HCC policies, procedures, and applicable laws that govern the College. Students requesting accommodations are required to self-disclose with the appropriate HCC Ability Services office. Service coordination of required accommodations will be afforded through a collaborative effort.

**(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.

## **Exhibit B**

### **College Prep Math and College Prep English Courses (HB5)**

HCC and HISD agree to collaborate to develop and maintain College Prep Math and College Prep English courses that meet the requirements under Texas Education Code Section 28.014 which states that each school district shall partner with at least one institution of higher education to develop and provide courses in College Preparatory Mathematics and College Preparatory English.

- (1) HCC agrees to provide Student Learning Outcomes for the courses being offered, provide syllabi of the courses being offered, and provide the departmental final exams for the courses no later than three weeks prior to the administration of the exams.
- (2) HCC agrees to the following for both the Mathematics and Developmental Reading and Writing (INRW) courses:
  - (a) To post TSI exemption status for the component area relevant to the HB 5 course(s) passed on the student's official HCC transcript;
  - (b) To share data and provide feedback regarding student success on entry level college mathematics and English courses;
  - (c) To train advisors to recognize and honor course(s) on school district transcripts;
  - (d) To ensure that students are counseled directly into the appropriate college level mathematics, English, and all other courses that require mathematics and English language arts college readiness;
  - (e) To provide the Student Learning Outcomes for INRW 0420;
  - (f) To provide the types of essays required (expository, persuasive, and literary analysis);
  - (g) To provide the final exam for the Integrated Reading and Writing (INRW 0420) course no later than three weeks prior to the administration of the exams.
- (3) 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 as stated in HB 5;
  - (c) To provide professional development and resources required to teach the Mathematics and English courses;
  - (d) To identify successful completion of the course(s) and students' final exam grades as applicable on the student transcripts as determined by the State of Texas PEIMS number;

- (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

student does not pass the College Prep English and/or the College Prep Math course, the student must be advised of accelerated options. THECB must track and report outcomes to both the school district and the higher education institute.

## **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.

(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.

(3) 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.

## **Exhibit D**

### **Early College High School**

Early College High School provides HISD students a “seamless” pathway from high school to college and career exploration. It also allows high school students to gradually integrate into college course work through a traditional high school degree plan. This integration requires dual enrollment, with students demonstrating mastery of the knowledge and skills on a HCC designated placement test. Upon successful completion of the HISD standards for graduation, students may elect to leave Early College High School for higher education, or they may choose to remain for an additional year. During this additional year, the student will be enrolled primarily in college credit-bearing courses. Individualized support will be provided by the Early College High School. Students who graduate from Early College High School at the end of this additional year will have not only a Texas Scholar diploma, but also may have accumulated 60 college credits, transferable to a post-secondary institution inside the state of Texas.

**(A) Duties of College.** HCC agrees to:

- (1) Collaborate with HISD and ECHS officials in participation with the Middle College National Consortium;
- (2) Collaborate with HISD and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the partnership;
- (3) Collaborate with HISD and ECHS officials to fulfill all Texas Education Agency requirements, including to:
  - (a) Provide academic support (tutoring) from the Institution of Higher Education (“IHE”) partner for the more difficult courses such as ECON 2301, and communicate the tutoring services and schedules to the ECHS;
  - (b) Provide TSI preparation courses to support students in college-readiness efforts;
  - (c) Have more consistency in the utilization of the Early Alert System to make ECHS aware of failing students;
  - (d) Provide a synchronized and user friendly academic plan for students, parents, the IHE and the ECHS academic advisory team;
  - (e) Ensure that the academic plan which leads to the associate’s degree is also a pathway to the bachelor’s degree;
  - (f) Permit/ensure ECHS participation in all P-16 meetings;
  - (g) Ensure approved dual credit courses are available to all Early College students on a continual basis as required to meet graduation requirements for both high school and the college;

- (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;

- (b) The ECHS will utilize information from the Early Alert System in order to assist students in the class and address the problem/issue which has initiated the alert;
- (c) The ECHS will closely monitor attendance reports to discourage excessive absences and/or skipping IHE classes; and
- (d) ECHS/HISD personnel will be allowed to have access to PeopleSoft to check status of students.

**(C) Expenses Relating to Use of College Facilities**

**(1) Classrooms, faculty and administrative space:**

- (a) HISD agrees to reimburse HCC for actual costs of utilities, security, and custodial costs on an actual use basis for the ECHS space;
- (b) ECHS shall furnish its own personal property including office equipment to furnish its space. Personal property shall be portable, and not become a fixture by permanently adhering to the same to the floors, ceiling, walls, or the building;
- (c) HISD will be responsible for the construction of any expansion of the ECHS space in the future; and

**(2) Shared Space:**

- (a) HCC and HISD agree to share usage, without cost, of certain rooms, the coordination of which will be the responsibility of HISD's Assistant Superintendent, College Readiness, or his designee, and HCC's Associate Vice Chancellor of College Readiness. HISD will have the first right of refusal for coordinated usage; and
- (b) The construction of the HCC building on the site of the ECHS, including the shared space, will be accomplished concurrently with the construction of the ECHS portion of the building.

## **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.

**(C) Principles for Partnership**

- (1) Establishment of a full and equal partnership between HCC and HISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions.
- (2) Collaboration in planning, implementation, and continuous improvement of MCHS programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- (3) Provision of college readiness and dual credit courses for which MCHS might qualify.
- (4) Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
- (5) Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully and at a cost-neutral basis for HCC.
- (6) Shared use of facilities, including designated classrooms, labs, offices, and libraries that reduce the operating cost and promotes collaboration of students, faculty, staff, and community members in program success.
- (7) Selection of students that reflects the diversity of Houston.

**(D) Duties of College. HCC agrees to:**

- (1) Collaboration with HISD officials in the design and execution of challenging and innovative instructional programs including college prep, dual credit, and developmental education classes; scheduling of classes; recruitment/admission of eligible students; program evaluation; and marketing of the partnership.
- (2) Collaborate with HISD to fulfill all requirements of the Texas Education Agency, the Texas Higher Education Coordinating Board, and the Commission on Colleges, Southern Association of Colleges and Schools (SACS).
- (3) Collaborate with HISD officials to fulfill any grant expectations and seek additional grant dollars in support of the partnership.
- (4) Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of MCHS including, but not limited to locks, HVAC, plumbing, and custodial services.
- (5) Include the MCHS Principal in College Executive Team meetings as appropriate.
- (6) Provide MCHS faculty, staff, and students with college ID cards as appropriate and at no charge.
- (7) Allow all MCHS students the same access to services and facilities as HCC students, including, but not limited to, the use of the parking, library, computer labs, study rooms, community room, and lounge areas.

- (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.