

MEMORANDUM OF UNDERSTANDING
CLEAR HORIZONS EARLY COLLEGE HIGH SCHOOL
2016-2021

This Memorandum of Understanding ("MOU" or "Agreement") is by and between SAN JACINTO COMMUNITY COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas, ("SJCCD"), and the CLEAR CREEK INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas, ("CCISD") located in Harris and Galveston Counties in Texas with an effective date of ~~August 16, 2016~~ ("Effective Date"). Individually, SJCCD and CCISD are referred to herein as "Party" and collectively as "Parties."

WHEREAS, SJCCD and CCISD desire to establish an early college high school program to be operated at the South Campus of SJCCD; and

WHEREAS, the Parties intend to submit a program application to the Texas Education Agency ("TEA") as required by and in accordance with Section 29.908 of the Texas Education Code and 19 Texas Administrative Code §§ 4.151-4.161; 4.81-4.85; and 102.1091; and

WHEREAS, upon approval from TEA, the early college program established between the Parties will be called Clear Horizons Early College High School ("Clear Horizons ECHS").

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. Background and Purpose. In the 2006-07 school year, CCISD and SJCCD implemented a pilot high school for seniors, called Project ExCEL. This pilot became Clear Horizons ECHS in 2007. Applicable Law (as hereinafter defined) permits a public school district and public college to partner to provide a course of study for an early college high school combining high school courses and college-level courses during grades 9 through 12 for students who are at risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code) or who wish to accelerate completion of the high school program. The purpose of this MOU is to establish the rights and obligations of the Parties with respect to the operation of Clear Horizons ECHS, a four-year high school with early college program component ("Program") that complies with all Applicable Law and will be located at SJCCD's south campus. The Program must provide student learning and support programs that enable participating students to earn a high school diploma and earn up to 60 semester credit hours toward an associate or baccalaureate degree by the fifth anniversary of the student's first day of high school. Additionally, Clear Horizons ECHS will provide advanced academic opportunities, service learning, workplace internships, and college and career counseling. Clear Horizons ECHS will continue to phase in approximately 125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12.

2. Applicable Law. The Parties agree to operate the Program and Clear Horizons ECHS in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; Individuals with Disabilities in Education Act; and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. § 10920 ("Clery Act"); (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; and (h) Texas Higher Education Coordinating Board ("THECB") guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"). The Parties agree to operate the Program and Clear Horizons ECHS in compliance with applicable SJCCD and CCISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the Clear Horizons ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU collectively shall be referred to as "Applicable Law" or "Applicable Law" when used herein.

3. Term. Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU ("Commencement Date") and shall expire on June 30, 2021 ("Expiration Date"). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as "Initial Term." Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term ("Renewal Term"). As used in this MOU, the term "Term" shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU as set forth in Section 18.

4. Governance.

a. Governing Structure. The governing structure of the Program shall include the appointment of a Steering Committee and Campus Instructional Improvement Committee ("CUC") at the Clear Horizons ECHS campus.

b. Steering Committee. Members of the Steering Committee will include the following CCISD representatives: Superintendent of Schools, Deputy Superintendent for Curriculum and Instruction, Assistant Superintendent for Secondary Education, one Board of Trustees member, and the Clear Horizons ECHS principal ("Clear Horizons ECHS Principal"). Members of the Steering Committee will include SJCCD representatives: Chancellor, Associate Vice Chancellor for Student Success Partnerships, the Director of Dual Credit ("SJ.CCQ Liaison"), and other appropriate SJCCD campus and district personnel as determined by SJCCD. The Steering Committee will meet at least every six (6) months and as needed. The Steering Committee will be charged with the overall oversight of the Clear Horizons ECHS. Its responsibilities will include:

- i. Developing and implementing the academic and professional policy as related to the Clear Horizons ECHS;
- ii. Developing and implementing budgets and financial policy as related to the Clear Horizons ECHS;
- iii. Insuring adherence to Applicable Law that affects the well-being of students enrolled in Clear Horizons ECHS;
- iv. Annually reviewing the MOU and suggesting revisions as necessary or advisable.

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representative _____ to participate in the process of hiring the Clear Horizons ECHS Principal, who shall be an employee of CCISD. CCISD will provide a representative to participate in the process of hiring the SJCCD South Campus Dual Credit Director, who shall be an SJCCD employee. SJCCD shall designate the person to serve as SJCCD Liaison with CCISD as it relates to the Clear Horizons ECHS. The SJCCD Liaison will cooperate with and facilitate communication between the CCISD and SJCCD. The SJCCD Liaison will meet with the Clear Horizon ECHS Principal, on-site administrator (if other than the Clear Horizons ECHS Principal), and other representatives as may be needed to support the Clear Horizons ECHS.

5. Clear Horizons ECHS Organization. Except for building use policies or as otherwise set forth in this MOU or required by Applicable Law, policies and procedures relating to the high school portion of the Program and Clear Horizons ECHS shall be governed by CCISD policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and Clear Horizons ECHS shall be governed by the SJCCD policies and procedures. The Clear Horizons ECHS Principal will have decision-making authority in matters of budgeting, staffing for non-college level courses, scheduling, student assessment for non-college level courses and requirements, curriculum for non-college level courses, and professional development in congruence with CCISD policy and Clear Horizons ECHS procedures. SJCCD, in cooperation with the Clear Horizons ECHS Principal, shall be

responsible for assessing participating students for readiness for college-level courses and for developing and implementing an evaluation process for measuring the effectiveness of the Program. The Program courses will be the same college-level courses offered by SJCCD to nonProgram students. SJCCD shall be responsible for selecting instructors for college-level courses as required by SJCCD in accordance with Applicable Law and for supervising instructors of college-level courses.

6. School Calendar. The instructional calendar for the high school portion of Clear Horizons ECHS will be based on the CCISD calendar and comply with all related TEA regulations for attendance. CCISD will adjust its schedule if necessary to enable the Clear Horizons ECHS students to enroll in and attend the college-level courses provided by SJCCD. Where allowed by Applicable Law, including, without limitation, Section 29.0822 of the Texas Education Code and 19 Texas Administrative Code § 129.1027, and further subject to approval of both Parties, the Clear Horizons ECHS calendar may vary from that of the CCISD in order to best fit the needs of students and reasonably interrelate with the SJCCD academic calendar.

7. Clear Horizons ECHS Facilities. SJCCD will provide a dedicated space at its South Campus for the Clear Horizons ECHS ("ECHS Facility"). This space will include core learning classrooms, administrative and student support areas, and other space as determined by the Parties. As the number of students increases, subject to space requirements of SJCCD for students participating in the regular college program at the South Campus, additional space will be provided to meet these needs of the Clear Horizons ECHS. Non-contiguous classrooms will be utilized for specialized facilities (e.g., science labs, fine arts, physical education) and for college credit classes taught in departmental buildings. Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the Clear Horizons ECHS reasonable access to all South Campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with Clear Horizons ECHS. Access for facilities, services, and resources will be addressed by the Clear Horizons ECHS Steering Committee and SJCCD Dual Credit Office. Clear Horizons ECHS students will have a CCISD and a SJCCD identification card, which will give them access to SJCCD facilities and resources available to all students enrolled at SJCCD.

8. Accidents/Emergency Incidents Due to the reporting requirements of the Clery Act that apply specifically to higher education institutions, the procedures set forth in this Section 8 will apply in the event any Clear Horizons ECHS student, instructor, or administrator experiences an accident or sudden illness or commits a law-violating behavior. If such an event occurs while the individual is on SJCCD property, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. If such an event occurs while not on SJCCD property, the response to such incidents will be based on CCISD policies, procedures, regulations, and guidelines. Accordingly, while on SJCCD property, the policies and procedures for building use, emergency response, and safety of both SJCCD and CCISD shall apply.

9. Clear Horizons ECHS Faculty.

a. Faculty for High School Courses. To teach high school level courses in Clear Horizons ECHS, CCISD instructors must meet State certification requirements in their subject area to teach in the State of Texas and be designated as highly qualified. Clear Horizons ECHS instructors teaching non-college level courses will be selected and supervised by CCISD. CCISD employees assigned to the Clear Horizons ECHS will be evaluated annually by CCISD according to Applicable Law and CCISD policies and procedures.

b. Faculty for College-Level Courses. Clear Horizons ECHS instructors teaching college-level or dual credit courses must be regularly employed SJCCD faculty members, meet the same standards of SACSCOC for college-level instructors, including, without limitation, holding a master's degree in their content area. SJCCD shall select its instructors who teach the college-level courses in which ECHS students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual enrollment courses. SJCCD shall supervise its instructors who teach the college-level courses in which ECHS students are enrolled, including any adjunct faculty as described in Section 8.c, in accordance with SJCCD policies and procedures.

c. CCISD Employees as SJCCD Adjunct Faculty. As needed and to the extent permitted by Applicable Law, faculty of Clear Horizons ECHS who are CCISD employees and meet the requirements necessary to teach college-level courses may apply for adjunct instructor status from SJCCD during their assignment to Clear Horizons ECHS, and will be entitled to the benefits provided by SJCCD to other adjunct instructor faculty.

d. Salaries of Clear Horizons ECHS Instructors. Each Party shall be responsible for the payment of the salary, benefits, and employment taxes of its respective employees performing services for or at the Clear Horizons ECHS. Additionally, SJCCD shall be responsible for payment of the stipend or salary of any adjunct faculty who teach a college-level course for Clear Horizons ECHS, which amount shall be equivalent to the salary or stipend paid to other SJCCD adjunct faculty.

9 c. Professional Development. Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the Clear Horizons ECHS Principal and the SJCCD Liaison.

10. Building a College Culture. The CCISD and the SJCCD will establish a learning community that blends high school and college, instilling a college-going culture among the participating students. Clear Horizons ECHS students will be aided to:

- a. Develop a four-year high school graduation plan and post-secondary plan;
- b. Participate in high school credit classes, and college-credit classes for which students receive both high school and college credit;
- c. Develop and participate in a service learning project in the community;

- d. Participate in an internship program;
- e. Participate in an advisory class which provides college campus orientation, academic counseling, college and career planning and additional student support counseling; and
- f. Adhere to student behavioral expectations.

I 1. Outreach to Target Population: Admission of Students to Program.

a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the Clear Horizons ECHS by focusing on qualified eighth grade students at all CCISD intermediate schools in January of each year. This recruitment process will include:

i. The establishment of a recruitment web site that will provide recruitment and admission information;

ii. The distribution of recruitment/admission packets to all 8th grade students, as applicable in CCISD;

iii. Meetings with CCISD counselors, as applicable, to discuss the Clear Horizons ECHS and answer questions;

iv. Student/parent meetings that will be held on intermediate school and high school campuses that explain the opportunities and commitment required of Clear Horizons ECHS students; and

v. Development of recruitment and admission information presented in a bilingual mode.

b. Admission Policies. Admission to Clear Horizons ECHS will be limited to students who reside in the CCISD and who meet the eligibility requirements for enrollment in an early college program and dual enrollment program under Applicable Law. The CCISD and SJCCD recruitment teams will focus on **identifying** highly-capable students that may or may not be experiencing academic success. Recruitment efforts will also focus on at-risk students, historically underserved student populations, and first generation college students. Additionally, CCISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete online applications for both Clear Horizons ECHS and SJCCD. SJCCD and the CCISD will develop special college admission requirements to allow students to begin college credit coursework during the freshman year. Students must meet established SJCCD admission requirements for each college class upon enrollment.

c. Transportation. In order to facilitate participation by the target population defined for the Clear Horizons ECHS, CCISD will be responsible for transportation of the ECHS students to and from the ECHS Facility.

12. Curriculum

a. Courses of Study and Curriculum Alignment. CCISD and SJCCD will develop an articulated four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during grades 11 and 12, and represents high levels of rigor, acceleration, and support. The SJCCD Liaison and the Clear Horizons ECHS Principal will be responsible for working with Clear Horizons ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.

b. Course Requirements: Monitoring. CCISD shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and that Clear Horizons ECHS students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. CCISD will be responsible for monitoring and ensuring the quality of instruction for the solely high school credit courses offered at Clear Horizons ECHS. Clear Horizons ECHS students must meet all of the regular prerequisites for any college-level course. SJCCD will assess each student for readiness to engage in any college-level course. Based on such assessment, the SJCCD Liaison and the Clear Horizons ECHS Principal will determine what forms of assistance and remediation may be needed by a student prior to the student's enrollment in a given college-level course. College-level courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College-level academic courses shall be identified in the current edition of LDACGM adopted by the THECB. College-level workforce education courses shall be identified in the current edition of the WECM adopted by the THECB. SJCCD, in its sole discretion, may offer remedial or developmental courses for ECHS students. Students enrolled in remedial and developmental courses will not earn college credit for those courses. SJCCD will ensure that college course goals and standards are understood. SJCCD will designate personnel to monitor the quality of instruction in order to ensure compliance with all Applicable Law and any accrediting authorities.

c. High School Diploma and Degree. Within this framework, students may be able to earn the Recommended or an Advanced [Distinguished Achievement] High School Program diploma within a four-year time frame and 60 credit hours towards an Associate degree, and/or Baccalaureate degree. Students will be encouraged to pursue a basic associate degree course of study as an Associate of Arts or Associate of Science. Clear Horizons ECHS students also may be able to earn the Distinguished Level of Achievement diploma or graduate with endorsements in accordance with Applicable Law.

d. Instructional Materials. The Clear Horizons ECHS will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for classes at no cost to the student. The finding of materials is addressed in Section 15.c. of this MOU.

13. Students.

a. Student Composition of Classes. Clear Horizons ECHS students enrolled in SJCCD college-level courses may attend classes composed of only Clear Horizons ECHS students or may attend classes with regular SJCCD students enrolled in that college-level class. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed under the following conditions:

i. If the course is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements;

ii. If the high school credit-only students are College Board Advanced Placement students; or

iii. If the course is a career and technology/college workforce education course and the students are earning articulated credit.

b. Academic Policies. The academic policies of CCISD shall apply to all students enrolled in the Clear Horizons ECHS. The academic policies of SJCCD shall apply to Clear Horizons ECHS students as to college-level courses.

c. Student Conduct. Clear Horizons ECHS students are required to adhere to CCISD and SJCCD policies, procedures, and regulations regarding facilities and equipment usage and both SJCCD and CCISD codes of student conduct. All disciplinary action, including, suspension and dismissal from Clear Horizons ECHS, shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of CCISD and SJCCD, the Parties will collaborate to resolve any conflict.

d. Eligibility for Financial Aid. In addition to any financial support and assistance provided by the Parties as set forth in this Agreement, the Parties will collaborate on identifying third party sources of financial assistance, including, without limitation, State, federal, and other grants; fundraising efforts for the Clear Horizons ECHS; and partnerships with baccalaureate-granting institutions for scholarships to their institutions.

e. Accounting for Attendance. The Parties shall comply with the TEA Attendance Handbook and any THECB attendance requirements for credit in high school courses. Each Clear Horizons ECHS faculty member will take daily attendance and shall report such attendance for enrollment and purposes as required by Applicable Law. As applicable, the Parties will refer to the TEA Guidance for ECHS Dual Enrollment Credit Attendance for documenting formal attendance-taking procedures.

f. Grading Periods and Policies: Transcribing. For college-level courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course. SJCCD will report a letter or numerical grade based on the SJCCD grading scale to CCISD, which may adapt the grade as required to conform to CCISD

policies and procedures. SJCCD will provide approximate mid-term grade averages in addition to semester grades.

g. Student Assessment. All Clear Horizons ECHS students are required to participate in required state, national and federal assessments, which will be administered by the Clear Horizons ECHS staff. SJCCD agrees to make accommodations in course scheduling and attendance so that Clear Horizons ECHS students are not penalized in their college credit courses for their participation in the required state, national and federal assessments.

h. Student Records. In accordance with Applicable Law, CCISD will maintain student records pertaining to Clear Horizons ECHS and provide SJCCD copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for SJCCD to perform its obligations under this MOU. Both Parties will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of Clear Horizons ECHS students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

i. Student Support Services. Both Parties will and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. In addition to enrolling in a double block of math, when appropriate, students will be assigned a mentor/advisor in high school. During a specifically scheduled advisory class, teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive postgraduation plans. Students will also tutor each other and have access to SJCCD tutors. At SJCCD, students will receive support through supplemental instruction, SJCCD tutors, and/or additional sources identified. The SJCCD Liaison assigned to Clear Horizons ECHS will work to inform the Clear Horizons ECHS administration of students with excessive absences and academic concerns in college-level courses prior to the end of a semester to provide for intervention for success. To ensure academic success, the Parties will provide counseling and academic support services, as may be needed. CCISD will assign a specific counselor to its Clear Horizons ECHS who will provide academic and counseling support to the Clear Horizons ECHS learning community's students and their parents and work with the SJCCD Liaison in the areas of test preparation, remediation, and the development of an integrated support system for Clear Horizons ECHS students across the two institutions. The CCISD counselor and SJCCD Liaison will work to ensure students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes, SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses.

14. Program Reporting. In addition to any other reports to which the Parties have agreed or other reporting requirements expressly set forth herein, the Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the Clear Horizons ECHS to be submitted to TEA and as may be required by the THECB. The reports will be provided to each Party and others as deemed appropriate. Data regarding student progress and success will be collected and shared as deemed appropriate under the supervision of the Steering Committee.

15. Fiscal Matters.

a. Rules for Charging Students. Students enrolled in the Clear Horizons ECHS will not be charged for costs associated with the Program for tuition and fees, textbooks, administration of a college placement exam, or fees required by SJCCD for other students enrolled in SJCCD. Neither CCISD nor SJCCD will be responsible for costs, including, without limitation, the waiver of tuition and fees, associated with students re-taking a class due to failure, re-taking a class to obtain a higher grade, or taking courses beyond the prescribed Associate of Arts (AA) degree plan. Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed AA degree plan will be responsible for tuition, fees, and all other costs associated with the classes at the rate assigned to dual credit students not enrolled in Clear Horizons ECHS.

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b. Tuition and Fees. During the Term, SJCCD will waive 75% of the tuition and fees for all Clear Horizons ECHS students enrolled in college-credit courses. CCISD will pay to SJCCD 25% of the tuition and fees associated with the college-level courses and provide textbooks, instructional materials, or any costs associated with enrollment for current ECHS students enrolled in college courses at SJCCD. Notwithstanding the foregoing, SJCCD will waive 100% of the tuition for current ECHS students enrolled in EDUC 1300 or PSYC 1300 courses. CCISD will also find the salaries, benefits, and employment taxes for Clear Horizons ECHS Principal, Counselor, Independent Study and Research Teacher, support staff, and any other CCISD employees assigned to the Program. SJCCD will provide classroom, office, and other space for the Clear Horizons ECHS Program at the ECHS Facility. CCISD will support the Clear Horizons ECHS' day-to-day operational costs, including administrative and staff salaries, transportation, and facility and other school-related expenditures.

c. Physical Education. As Physical Education is not part of the associate degree plan, but part of the high school graduation requirements, the requirement will be addressed in the following manner:

i. Clear Horizons students will enroll in SJCCD PHED courses to meet their high school graduation requirements in physical education.

ii. However, because the courses are not required for the College's associate degree, the 75% dual credit waiver will not apply to the tuition for those courses. CCISD will pay the full-price applicable tuition for Clear Horizons ECHS students taking these courses (at in-district, out-of-district, or out-of-state rates, based on each student's residency status).

iii. SJCCD will continue to accept the financial loss of state funding for these courses under current legislation.

d. Textbooks and Instructional Materials. CCISD will apply to the Texas Education Agency for textbook waivers for college-level instructional materials. If the applications for textbook waivers are not successful, the CCISD will assume responsibility of providing collegelevel texts and supplemental materials required for classes to the Clear Horizons ECHS students.

e. Funding Sources. Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. CCISD has committed to the Clear Horizons ECHS the use of its local finds for instructional, administrative, and professional development costs beyond the expenditure of startup funds. In turn, the SJCCD has agreed to provide administrative, instructional, and support services as well as 75% tuition waiver (or 100% for the two courses listed in Section 15.b) beyond the expenditure of start-up funds.

f. Fiscal Agent. The CCISD will act as the fiscal agent for the purposes of this MOU. Under this arrangement, the CCISD will be the recipient of Clear Horizons ECHS funds and will be acting as the intermediary for the Clear Horizons ECHS.

16. Release. To the extent permitted by Applicable Law, CCISD docs hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and dcmts arising from or caused by any act or omission of CCISD or its trustees, employees, agents, officers and representatives.

17. Insurance. Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on the SJCCD South Campus property and participation in the Program under this MOU. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this MOU.

18. Termination of the MOU.

a. Termination for Cause. Either Party may terminate this MOU due to the default of the other Party. An event of default shall be deemed to have occurred if a Party commits a material breach of any provision of this MOU. In the event of default, the non-breaching Party shall provide written notice to the other Party of the breach specifying the provision claimed to be breached. Except in the event of a default that threatened the health or safety of students in which the non-breaching Party may terminate this MOU immediately, the breaching Party shall have thirty (30) days to cure such default. If the breaching Party fails to cure the breach within such 30-day time period, the non-breaching Party may terminate this Agreement upon written notice to the other Party and shall be entitled to any remedies available in equity or law for such breach.

b. Termination for Convenience. Either Party may terminate this MOU for convenience and without cause or penalty upon sixty (60) days writcnn notice to the

other Party. In the event of termination for convenience, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws.

c. Termination Due to Change in Applicable Law. Either or both Parties may terminate this MOU in the event that TEA fails to approve the Program for the next school year or that a change in Applicable Law poses a hardship on either Party in its performance under this MOU or makes the obligations of either Party untenable. Termination for a change in Applicable Law or failure to receive Program approval shall occur at the end of the then current contract year or earlier as may be agreed by the Parties.

d. Effect of Termination. Should SJCCD or the CCISD terminate their participation in the Clear Horizons ECHS they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

e. Discontinuance of Clear Horizons ECHS. CCISD and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of Clear Horizons ECHS. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and CCISD will continue to meet all of the required elements of an early college high school program and provide full support for all students enrolled in Clear Horizons ECHS. During the teach-out period, no new or additional students will be enrolled in Clear Horizons ECHS in grades that have been phased out. If Clear Horizons ECHS has only ninth and/or ninth and tenth grade cohorts, the Program will be closed down at the end of the school year in which the decision is made to discontinue operations. If Clear Horizons ECHS has eleventh and/or eleventh and twelfth grade cohorts, operation will continue through the graduation date for the eleventh grade cohort. During this time, services may continue to be offered for enrolled ninth and tenth grade students through scheduled graduation for the cohort(s); however, a continuation of services is not required.

19. Miscellaneous Provisions.

a. Amendments. This MOU may be modified and amended only by written amendment signed by both Parties, and any such modification or amendments shall be attached to and become a part of this MOU.

b. Governing Law: Venue. This MOU and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas for any action under this MOU.

c. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and CCISD may teach college courses as adjunct professors of SJCCD or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this MOU.

d. Communication and Cooperation. The Parties acknowledge their respective duties and obligations to enforce their student codes of conduct and policies applicable to both students and staff, as well as investigate and address reports of concerns that implicate state and federal law, including, but not limited to, Title IX of the Education Amendments of 1974. To ensure that both Parties comply with these sometimes overlapping obligations, the Parties agree that their designees responsible for discharging these duties will act cooperatively, communicate fully, and share information as permitted by Applicable Law.

e. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this MOU or any other instruments given in connection with or pursuant to this MOU will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

f. Assignment. Neither Party may assign its interest in the MOU without the written permission of the other Party.

g. Entire Agreement. This MOU constitutes the entire agreement of the Parties regarding the subject matter herein described. This MOU supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this MOU the Parties rely solely upon the representations and agreements contained in this MOU and no others. No subsequent change or modification of this MOU is binding unless in writing and signed by the Parties.

h. Notice. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, by overnight courier, or any manner permitted under the Texas Electronics Transactions Act, and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

COLLEGE:	SCHOOL DISTRICT:
San Jacinto Community College District	Clear Creek Independent School District
Chancellor	Superintendent
4624 Fairmont Parkway, Al .200	2425 E. Main Street
Pasadena, Texas 77504	League City, Texas 77573

COPY TO:

San Jacinto Community College South Campus
Provost
13735 Beamer Road, S6.211
Houston, Texas 77089

or to such other persons or places as either party may from time to time designate by written notice to the other.

i. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this MOU.

j. Sgygrabj.lj.ly. If any provision of this MOU is held to be invalid or unenforceable for any reason, this MOU shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

k. No Third-Party Rights. This MOU is made for the sole benefit of CCISD and SJCCD and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

l. Counterparts. This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding

as of the Effective Date of Acte,uq- IL 2.01b:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

: Brenda Hellyer By: 8/16/11
Dr. Brenda Hellyer, Chancellor Date

: [Signature] By: f- _____
Date

/s--/6

Mr. Dan Mims, Chairman, Board of Trustees Date

CLEAR CRE INDEPE EN SCHOOL DISTRICT

By: 
Dr. Gregory Smith, Superintendent of Schools

By: 
Dr. Laura DuPont, President, Board of Trustees

- _____

7/26/6

Date

7-25-

1 to

Date

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