23-24

MEMORANDUM OF UNDERSTANDING
Between the Central Texas College and the Killeen Independent School District for the Operation of an Early College High School

SECTION 1: Background

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU" or "Agreement") is made and entered into by and between the Central Texas College (hereinafter referred to as "CTC"), and Killeen Independent School District, (hereinafter referred to as "Killeen ISD"), collectively referred to as the "Parties," pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

WHEREAS, the parties to this MOU desire to continue an Early College High School (ECHS) serving grades 9-12, which will allow students to enroll in dual credit courses in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code; and

WHEREAS, this MOU is targeted towards students for whom a smooth transition into postsecondary education is problematic, including low-income students, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS, students of the ECHS will be allowed to earn both a high school diploma and an associate's degree, or two years of college credit toward a bachelor's degree, and the parties agree to follow the intent of the Guiding Principles of the ECHS; and

WHEREAS, ECHS will prepare high school students for successful career and educational futures through a full integration of high school, college, and the workforce, while improving academic performance and increasing high school and college/university completion rates; and

WHEREAS, CTC and Killeen ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

SECTION 2: Guiding Principles

This ECHS program will function on the following principles:

I. In partnership with CTC, the mission of the Killeen ISD ECHS will be to provide an innovative educational experience which allows students the opportunity to attain a High School Diploma and up to 60 semester credit hours toward an associate degree.
II. Continue a mutually beneficial partnership between CTC and Killeen ISD that allows a flexible and creative response to the organizational missions, and fiscal needs of both institutions.

III. Collaboration in planning, implementation, and continuous improvement of ECHS programs including provisions for faculty, staff, and administration, curriculum development, training and student services.

IV. Provide rigorous course work as prescribed through a degree plan, directed toward college readiness, including dual credit, and high school courses.

V. Ensure 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.

VI. Killeen ISD instructors will provide classes and activities for the ECHS on the Killeen ISD and CTC campuses pursuant to this Agreement and the Facilities Use Agreement, and ECHS students will also enroll in dual credit courses taught by CTC instructors on Killeen ISD and CTC campuses, with students clustered together while enrolled with mainstream college students, at the discretion of CTC.

VII. Ensure shared use of facilities including classrooms, labs, offices, and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.

VIII. Provide a process for ECHS recruitment and selection of students based on the intent of the program which is reflective of the demographics of the Killeen ISD.

SECTION 3: Scope of Agreement and Limitations of Authority

The parties agree as follows:

I. Governance-- The ECHS will:
   A. Be governed by Killeen ISD and subject to Killeen ISD's policies and applicable state and federal laws; and
   B. Have the autonomy to operate as a separate Killeen ISD campus within the rules and guidelines established by the Texas Education Agency ("TEA") and the Killeen ISD; and
   C. Operate within the normal operating hours of the college and/or Killeen ISD as mutually agreed upon by the parties.

II. The Program Director ("Director")
   A. Shall be an employee of Killeen ISD and will serve as the principal of ECHS.
   B. Within the rules and guidelines established by TEA and Killeen ISD, will have the authority to make decisions, subject to the approval of Killeen ISD central administration, regarding Killeen ISD's:
      1. Governance of the ECHS;
      2. Staffing;
      3. Budget;
      4. Student assessment, curriculum and scheduling;
      5. Professional development;
      6. Access to school and student data for ECHS college students with permission of CTC and the student in accordance with the Family Educational Rights and Privacy Act (FERPA).
      7. Parent and community involvement consistent with the mission and needs of the school.
      8. Establishing a mentoring program for students.
   C. Will report to Killeen ISD's Superintendent or his/her designee through the established Killeen ISD governance structure;
   D. Will be the primary contact of and spokesman for the ECHS with the community and college partners.

III. Early College Partnership Council ("Council"):
   A. Serves as an advisory committee to the Director in establishing policies for the ECHS and developing a coherent and rigorous instructional program across institutions.
   B. Membership on the Council will include, but not be limited to, representatives of the Killeen ISD and CTC. The specific membership of the Council shall be decided by joint decision of Killeen ISD's Superintendent and the Chancellor of CTC.
   C. The Council will be composed of no more than 15 members.
   D. This Council will hold responsibility for providing recommendations to the Director with regard to the mission statement and public relations plan for the ECHS.

IV. ECHS Campus Improvement Team ("Improvement Team"). The ECHS Campus Improvement Team is a site based advisory committee, with members selected by the Director.
   A. The Improvement Team will meet a minimum of 6 times per school year in accordance with Killeen ISD BQB (Local) policy to provide assistance:
      1. in assessment of instructional and programmatic activities;
      2. in identifying problems, issues and challenges; and,
      3. in the form of recommendations to the Principal for effective coordination and collaboration in the planning and continual development of the ECHS Program.
   B. The Improvement Team will be comprised of:
      1. Two-thirds classroom teachers;
      2. One-third
         a. non-teaching professionals;
         b. parents of student currently enrolled;
         c. community members; and
         d. business representatives.

SECTION 4: Recruitment, Admission, and Retention

I. Recruitment
   A. Students will be recruited from the entirety of the population of grade eight students enrolled in all of Killeen ISD's middle schools.
   B. Focused recruitment efforts will be made toward the target audience of the ECHS as defined in Section 1, Paragraph 3.

II. Admission
   A. All students who successfully complete grade eight shall qualify to apply for admission.
   B. Students shall complete an application, which must be submitted by the established deadline.
   C. Killeen ISD staff will work through a blind review process to ensure that students who apply meet qualifications.
   D. A lottery system will be implemented to select from among the qualified applicants.
   E. Selection process will seek to attain an ECHS student population reflective of the demographic population of the Killeen ISD.
   F. Students are required to provide their social security number on their admission application. Students will not be permitted to register for classes until a social security number is provided.

III. Retention

A Student eligibility is determined by the requirements outlined in the Texas Administrative Code, *Rules Applying to All Public Institutions of Higher Education in Texas*, Chapter 4, Subchapter D, 4.85(b)1- 8. Refer to the admission and registration requirements as listed in the current Central Texas College Course Catalog. Student may be enrolled in dual credit courses only with the consent of Killeen ISD. Central Texas College will only enroll students in concurrent or dual credit courses in accordance with the completed Dual Credit/Early Admissions Advising Plan, signed by ISD

staff. CTC staff will contact the ECHS counselor for approval of any changes requested by the student or the college.

B. TSI scores will be used as diagnostic instruments to focus tutorials and support.
C. Killeen ISD will provide reasonable support for students to successfully meet TSI requirements including tutorials and preparation courses.
D. Students may take college courses in the ninth and tenth grades that do not require them to be TSI complete
E. Students will receive ongoing support for academic success through AVID and or Path. required study sessions, and mentoring.

SECTION 5: Awarding Credit for Courses

Grades and associated credit for college courses will be transcribed upon receipt of grades from the instructor. Students are expected to maintain academic honesty by refraining from academically dishonest behaviors (i.e., plagiarism, collusion, cheating). Academic misconduct sanctions are administered in accordance with policy and procedures set forth in the current CTC Course Catalog.

CTC will award credit for the successful completion of the courses that have been agreed upon and approved by the Parties. These courses shall be evaluated and approved through the official college curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation and shall be at a more advanced level than regular courses taught at the high school level.

SECTION 6: Duties and Responsibilities

I. Duties of CTC:
   A. Ensure that student handbook, college policies, procedures, and course guidelines are followed;
   B. Apply the standards of expectation and assessment uniformly in all venues where the college offers courses;
   C. Ensure that the CTC curriculum includes the required semester credit hours of general education courses for an Associate degree as provided in the agreed upon curriculum. Ref. Exhibit 1;
   D. Designate personnel to monitor the quality of instruction in CTC courses to assure compliance with the agreed upon course outline based on the standards established by the State, applicable accrediting body, CTC and Killeen ISD;
   E. Pay salaries of all CTC employees involved in the ECHS program;
   F. CTC agrees to provide an area per Killeen ISD, state and federal requirements that students may eat the breakfast and lunch meals that Killeen ISD provides, as enumerated in the Facilities Use Agreement. Foods that are not compliant with federal USDA Smart Snacks and Competitive Foods rules cannot be sold in the feeding area of the ECHS students. The Killeen ISD Wellness Policy does not allow soft drinks to be sold in the area where students will be offered lunch.
   G. Work in conjunction with Killeen ISD to ensure student safety by providing the same level of security to the ECHS and students as it does to the rest of the CTC campus. The Killeen ISD designated ECHS classrooms shall be closed to unauthorized members of the public, including the media.
   H. Ensure all CTC faculty working with Killeen ISD students meet all requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and Central Texas College.
   I. Work in conjunction with Killeen ISD to provide academic advising and support services to students, and communicate regularly with Killeen ISD staff regarding student behavior and performance in the classroom.

J. Allow Killeen ISD the ability to utilize the CTC wide area network and internet services and periodically, with prior written approval from CTC, load software and applications to CTC networks as needed for instructional related purposes.

K. Allow ECHS students who are licensed and insured drivers and who have been issued a CTC parking permit to park on the CTC campus without charge.

L. Provide parking for ECHS faculty and staff, for whom Killeen ISD has procured appropriate parking permits per CTC policies.

M. CTC shall set the following expectations for CTC faculty involved in the ECHS program:

1. Meet the CTC academic requirements and for dual credit courses, assure that course goals enable students to master the Texas Essential Knowledge and Skills (TEKS) and match the requirements of the Texas Higher Education Coordinating Board to ensure rigor.
2. Teach college level dual credit courses to ECHS students, and collaborate with Killeen ISD faculty to ensure course curriculum includes, at a minimum, the TEKS.
3. In the absence of an electronic biometric attendance device, CTC staff will track and document student attendance Monday through Friday between 9:00 am – 10:20 am. using the Killeen ISD student database in accordance with Texas Education Code Section 25.085 for Killeen ISD students. When the Killeen ISD calendar calls for non-instructional days when CTC holds class, students are expected to be in attendance. Killeen ISD requires manual or paper attendance reporting on the first instructional day of each school year.
4. CTC will report student average grades at interim progress report and report card calendar dates provided by Killeen ISD. CTC staff will follow CTC procedures for course requirements and provide numerical grades. Grades will be sent as one document and will include course name, course code, section and synonym. Grade changes will be reported by student name and course. CTC and Killeen ISD utilize different grading scales. As a result, students receiving a final grade of 60 or higher in the college course will receive high school credit for the course. Due to the two week disparity between Killeen ISD and CTC spring start dates, CTC will not report grades for the first three week grading period.
5. Follow CTC procedures for course requirements and provide numeric grading systems
6. Meet additional expectations as required by CTC.
7. All faculty teaching college courses for dual credit are expected to teach assigned courses, with the same level of rigor of a regular college course, according to approved course syllabi and learning outcomes associated with course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]

N. Work with Killeen ISD regarding issues of campus safety. CTC shall be the final decision maker as to the student's eligibility to remain on the CTC campus in issues of safety and security.

O. Work in conjunction with Killeen ISD to determine needs for professional development for ECHS faculty (including both ISD and the institution of higher education faculty and staff).

P. CTC staff including faculty, advisors, and administration will share information with Killeen ISD ECHS staff regarding issues of student emotional and physical safety.

Q. Per Section 261.101 of the Texas Family Code, anyone who suspects child abuse or neglect must report it immediately. The report will be made to (1) any local or state law enforcement agency, or (2) the Department of Family and Protective Services.

R. Services for Students with Disabilities. CTC's Disability Support Services (DSS) office provides reasonable accommodations to students in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. In order for students with disabilities to receive accommodations from CTC, students must initiate contact to and provide CTC's DSS office with current (within three years of enrollment at CTC) documentation of disability. Documentation consists of a statement or evaluation

from an appropriate and recognized health care professional. The Individualized Education Plan used for public school students does not qualify as a substitute for documentation from an appropriate and recognized health care professional. See Exhibit 2 for CTC's DSS documentation criteria checklist.
High School personnel will ensure students are aware of these requirements and instruct students who wish to seek accommodations to contact DSS at 254-526-1195 to set up an appointment for evaluation of the student's needs.

S. CTC makes all final decisions regarding enrollment in courses offered by CTC.

II. Duties of Killeen ISD

A. Consult with CTC faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills (TEKS) and match the requirements of the Texas Higher Education Coordinating Board to ensure rigor.

B. Pay the salaries of any Killeen ISD employees who are providing services under this Agreement.

C. Provide breakfast and lunch to students who participate in the ECHS Program as provided through Federal and State regulations under this MOU. Killeen ISD will be responsible for providing a breakfast and lunch monitor, emptying the trash cans, and spot cleaning after breakfast and lunch periods. Killeen ISD will be responsible for the purchase of the trash cans bags, cleaning equipment and cleaning supplies used by the District.

D. Ensure that all Killeen ISD high school courses are in the students' Individual Graduation Plan for Dual Credit and as prescribed in the agreed upon curriculum. Ref. Exhibit 1.

E. Ensure appropriate instructional support and coordination with CTC is initiated to provide necessary support for students to demonstrate proficiency on required End of Course exams to suffice high school graduation requirements.

F. Designate personnel to monitor the quality of instruction at ECHS in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable accrediting body, CTC and Killeen ISD.

G. Killeen ISD and CTC will coordinate efforts for student safety and security while on CTC property.

H. Ensure that high school classes are staffed at a maximum ratio of 28:1.

I. Ensure all Killeen ISD teachers at the ECHS meet the standards for highly qualified as specified by TEA and the No Child Left Behind Act (NCLB).

J. Manage media, public relations and ECHS student contact with the media per Killeen ISD policies and the protocols of CTC and Killeen ISD. Killeen ISD will notify CTC of any potential media presence on CTC campus and coordinate with CTC involvement as necessary.

K. Make the final decision regarding temporary or permanent removal of a student from ECHS, as it relates to non-CTC courses, except as it relates to campus safety and security.

L. Work in conjunction with CTC to provide counseling and support services.

M. Provide transportation to and from the ECHS campus located on CTC property.

N. Provide and administer State required assessments to students of the ECHS.

O. Set the following expectations for Killeen ISD faculty involved in the ECHS program:
   1. Consult with CTC faculty for STAAR/EOC tested dual credit courses;
   2. Take attendance for all Killeen ISD students associated with the ECHS;
   3. Follow all Killeen ISD procedures for course requirements and grading; and
   4. Meet other expectations as required by Killeen ISD.

P. Set the following expectations for students in the ECHS:
   1. Follow the applicable Student Code(s) of Conduct for Killeen ISD and CTC;
   2. Follow Killeen ISD and CTC policies regarding academic requirements; and

3. Follow the guidelines as established in the ECHS Student Handbook and the CTC Student Handbook.
4. Follow policies set forth in the CTC Catalog.

Q. Collecting and reviewing the following disaggregated data: Number of credit hours taken and earned. GPAs, State assessment results, SAT/ACT, PSAT scores, TSI readiness by grade level, Qualifications of ECHS staff, Location(s) where courses are taught, and Policy to ensure the IHE transcripts college credit earned through dual credit in the same semester that credit is earned.

R. Implement program improvements based on the collection and review of the following data: Articulation of high school students in four-year colleges/universities and level of entry, enrollment/retention rates, leaver codes, and attrition rates, by grade level, student participation in activities at IHE.

S. Work in conjunction with CTC to determine need for professional development for ECHS faculty (including both ISD and IHE faculty/staff)

SECTION 7: Facilities, Resources, and Logistics

I. All courses under this Agreement, including High School courses of the ECHS, will be conducted at a CTC and/or Killeen ISD campus and/or by electronic means. Commitment of CTC facilities to ECHS purposes and the associated costs shall be borne by Killeen ISD and will be addressed and outlined in an approved Facility Use Agreement to be renewed on an annual basis.

II. CTC shall provide office space for the high school administrative, clerical, counseling, and clinic staff and the associated costs to be borne by Killeen ISD will be addressed and outlined in an approved facility use agreement to be renewed in accordance with the terms of that agreement.

III. High School students, faculty, and staff will have access to instructional support (ex. library, open computer lab) and non-instructional (ex. cafeteria) resources and others per approval of CTC available on the campus of CTC, per the Guiding Principles per Section 2.

IV. Students, faculty, and staff will be provided Killeen ISD and CTC identification cards and parking permits by the respective agency in accordance with each agency's policies, as deemed necessary.

V. Killeen ISD staff will have exclusive use of designated classrooms in accordance with the Facility Use Agreement. CTC will have use of designated classrooms after 5:00pm Monday-Friday. Killeen ISD staff will be permitted the use of their designated offices during the typical building access times determined by CTC.

VI. CTC will provide sufficient storage space for Killeen ISD instructional materials during non-school hours.

VII. Each party will provide appropriate equipment for use by their respective employees, including but not limited to copiers, laminators, fax machines, computers, and other such equipment as may be necessary.

VIII. CTC will provide appropriate classroom furniture, office furniture and accessories as outlined in the Facility Use Agreement for facilities on the CTC campus.

IX. CTC and Killeen ISD will establish an instructional calendar that is consistent with the needs and requirements of both parties. Inclement weather policies established by the Killeen ISD shall be followed by the Killeen ISD ECHS. The Killeen ISD calendar and operational hours shall take precedence over the CTC calendar and operational hours. In the event CTC is closed, Killeen ISD staff will provide appropriate supervision and location for ECHS students.

X. CTC will provide nightly custodial services for CTC campus buildings.

XI. Killeen ISD will provide permission slips and release of liability.

XII. KISD agrees to remain in compliance with all Americans with Disabilities Act (ADA) regulations including those impacting CTC and its campus and buildings.

SECTION 8: Tuition and Fees

I. Tuition and fees will be provided by the Killeen ISD. therefore, student needs for higher education financial assistance or waivers for tuition and fees does not apply to students enrolled in ECHS.
II. Tuition and fees will be agreed upon prior to the execution or renewal of any Memorandum of Understanding between the Parties in relation to the ECHS program
III. Tuition and fees for Killeen ISD students will not exceed the in-state and/or in-district tuition and fees paid by any non-Killeen ISD student at CTC which are subject to changes by CTC Board. CTC will charge the nonresident rate for any course attempted more than two times that cannot be submitted for formula funding.
IV. The tuition rate charged to Killeen ISD students will reflect the rate in effect prior to the approval of a new rate by the CTC Board of Trustees. For any and all refunds where a student withdraws from a course or program, refunds are administered according to the CTC refund schedule. Refunds for student withdrawals are calculated effective the date Dual Credit Programs Office receives notification of student withdrawal from the ISD.
V. Students may be permitted to take summer school courses at CTC or on a Killeen ISD campus for high school credit recovery or advancement based on the approval of Killeen ISD's Chief College, Career and Military Readiness Officer at the cost to Killeen ISD.
VI. Students taking dual credit courses must be working toward a degree plan and are generally limited to courses dictated in their degree plan as outlined in Exhibit 1.

SECTION 9: Books and Instructional Materials

I. Killeen ISD will be responsible for purchase/rental of instructional materials, including scantrons bluebooks, and textbooks for courses that are part of the agreed upon course sequence.
II. Killeen ISD students will not be responsible for purchase/rental of instructional materials, including textbooks, in excess of those instructional materials/supplies that would be required in a standard high school program of study.
III. Killeen ISD will maintain ownership of purchased instructional materials, including textbooks.
IV. Killeen ISD will provide a laptop to each student for use during enrollment in the ECHS.
V. Based on the mutually agreed upon curriculum-aligned student Individual Graduation Plan, all agreed upon textbooks and supplemental materials required for classes, as determined by the Dual Credit Course Agreement for Early College High School, shall be provided by Killeen ISD.

SECTION 10: Indemnification

To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

SECTION 11: Term

Subject to prior termination or revocation of this MOU as provided in section 12 of this MOU, the term of this MOU is in full force and effect for a period of one year. This MOU begins upon the signature by both parties and continues through the term of this MOU. After the initial term, this MOU may be renewed for one year terms by mutual written agreement. A separate Facility Lease Agreement will be renewed in accordance with the terms of that agreement.

SECTION 12: Right of Revocation
Either party may terminate this MOU for any reason on 120 days' written notice to the other party. Either party may terminate this MOU for a material breach by giving the other party 30 days' written notice of the intent to terminate for cause. A party may initiate termination for a material breach only after providing the breaching party written notice of the breach and at least 30 days to correct the breach. A material breach of this MOU includes, but is not limited to, a violation of policies and rules of CTC or Killeen ISD, a party's knowing or intentional misrepresentation or false statement relating to the terms or performance of this Agreement or the operations of the ECHS program, nonperformance of the party's duties under this Agreement, or the occurrence of a conflict of interest between the parties. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

SECTION 13: Assignment
Neither party may assign their interest in this MOU without the written permission of the other party.

SECTION 14 Limitations of Authority

I. Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, or use of rights are granted or implied.
II. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the CTC and Killeen ISD regarding the ECHS program. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
III. There shall be no amendment or modification to the terms of this Agreement without mutual written consent signed by an authorized representative of each party. Changes to this Agreement are subject to the approval of the CTC and Killeen ISD Legal Departments and Board of Trustees.
IV. Neither party may incur any debt, obligation, expense, or liability of any kind on behalf of the other without the other's express written approval.

SECTION 15: Waiver
The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

SECTION 16: Applicable Law
This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

SECTION 17: Venue
Venue to enforce this Agreement shall lie exclusively in Bell County, Texas.

SECTION 18: Criminal Background Checks
CTC agrees, that it will obtain all required national criminal history record information ("CHRI") on CTC employees, pursuant to Texas Education Code section 22.0834 and Texas Government Code §411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if the person has or will have continuing duties related to the ECHS Program, and the duties are or will be performed on Killeen ISD's property or at another location and said person will or may have direct contact with students ("Covered Employee"). CTC shall assume all expenses for obtaining CHRI. Any Covered Employee that has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a)

or (b) under federal law or the laws of another state ("Disqualifying Criminal History") shall be disqualified and prohibited from performing any contract duties or services. CTC shall certify to Killeen ISD in writing that it has complied with this section and that none of its Covered Employees have a Disqualifying Criminal History on the form provided by Killeen ISD. CTC agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the ECHS Program, CTC will immediately remove the Covered Employee from Killeen ISD's property or other location where students are regularly present, and notify Killeen ISD of said removal within three (3) days of doing so. CTC understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement by Killeen ISD.

SECTION 19: Student Data

The sharing of any Personally Identifiable Student Data ("Student Data") with CTC, is subject to strict compliance with the Family Educational Rights and Privacy Act ("FERPA"). Student Data will be shared only with a contractor, including CTC, to whom Killeen ISD has outsourced instructional services or functions, such that the contractor can be considered a "school official" under 99 C.F.R. §99.31(a)(1)(i)(B). In order to be considered a school official under that paragraph, CTC must comply with the following:

(1) Perform an institutional service or function for which Killeen ISD would otherwise use Killeen ISD employees; and

(2) Be under the direct control of Killeen ISD with respect to the use and maintenance of education records, by agreeing in writing to abide by this policy and the specific terms of the Agreement: and

(3) Uses the Student Data only among its officers, employees, or agents on a need to know basis, and solely for the purposes for which the disclosure is made, which shall be noted in the Agreement between CTC and Killeen ISD.

CTC shall not be permitted to re-disclose Student Data outside of its organization without the written consent required by 99 C.F.R. of § 99.30.

The Student Data made available to CTC pursuant to this Agreement shall be subject to the following as a condition to its use: (1) a commitment by CTC to use the Student Data only for the purpose of satisfying the scope and intent of the Agreement and supporting the student and teacher's use of the product or service, and not to identify any individual student user; (2) a commitment to secure the Student Data using appropriate computer technology; (3) a commitment to limiting access to Student Data to only those individuals with legitimate interests and (4) a commitment to destroy or return the Student Data when the information is no longer needed for the purposes for which the Student Data was collected, within ten (10) days after termination of this Agreement.

The Student Data and associated documentation made available to CTC under the Agreement is subject to the following as a condition to its use: (1) a commitment by CTC to use the Student Data only for the purpose of satisfying the scope and intent of the Agreement; (2) a commitment to secure the Student Data; (3) a commitment to limiting access to Student Data to only those individuals with legitimate interests and (4) a commitment to destroy or return the Student Data when the information is no longer needed for the purposes for which the Student Data was collected, within the specified time period set forth in this Addendum or after termination of the Agreement;

Provision of Student Data by Killeen ISD

Killeen ISD agrees to provide to the CTC Student Data aggregated from various Killeen ISD records and/or entered by the individual student or a school official directly. Student names may be replaced with pseudonyms or identifiers, so that an individual's information can be linked within the Student Data Set.

but not externally. The Student Dataset provided by Killeen ISD, if any, may be de-identified by removal of all personally identifiable information that would allow a reasonable person in the school or its community, who does not have personal knowledge of the relevant circumstance, to identify the student with reasonable certainty. To the extent practicable, all Student Data supplied by Killeen ISD will be provided in a password protected, electronic format.

Data Sharing and Student Privacy Issues

1. It is the policy of Killeen ISD, and a requirement of this contract that any Personally Identifiable Student Data made available to CTC under the Agreement is subject to strict compliance with FERPA.
2. To the extent it is granted access to Student Data, the CTC agrees that if such Student Data is provided only for purposes set out in the Agreement.
3. To the extent Student Data is stored on CTC's servers or computers, or in the physical offices of CTC, CTC shall employ industry best practices, by providing appropriate technical, physical and administrative safeguards to properly protect Killeen ISD's Student Data from unauthorized physical and electronic access.
4. This Agreement does not permit CTC to re-disclose Student Data outside of its organization and CTC agrees to not do so without the prior written consent required by 99 C.F.R. of § 99.30.
5. CTC shall have in place prior to delivery of the Student Dataset, and maintain during the term of this contract, a written policy prohibiting the transfer or storage of unencrypted Student Dataset information on mobile devices or removable storage media used by CTC employees, agents and staff members who may be working with the shared Student Dataset for any reason.

Compliance with Applicable Laws and Regulations

CTC shall comply with all applicable federal laws and regulations protecting the privacy of students including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).

SECTION 20 Non-Appropriation

This Agreement is a commitment of the current revenues of Killeen ISD and its governing body. If Killeen ISD's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Killeen ISD shall give CTC notice of such non-appropriation event and (2) all CTC services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated, without penalty to Killeen ISD.

SECTION 21: Miscellaneous Provisions

I. Neither party shall have control over the other party with respect to its operations.
II. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
III. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute a written amendment to the MOU if necessary.

SECTION 22: Notice

Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Dr. Michele J. Carter
Chancellor
Central Texas College
P.O. Box 1800
Killeen, TX 76540-1800

9/7/2023
Date

Dr. Jo Ann Fey
Superintendent
Killeen Independent School District
200 North W.S. Young Drive
Killeen, TX 76542

7/11/2023
Date

EXHIBIT 1

Early College High School Approved Courses

Note: Students are taking college courses in an effort to earn an Associate of Arts degree in Interdisciplinary Studies.

College Course Options	Credit Hours	Core 42 Component Area
ENGL 1301	6	Communication
ENGL 1302		
MATH 1314 or 1414	3	Mathematics
BIOL 1406 or BIOL 1408*	8	Life and Physical Science
BIOL 1407 or BIOL 1409*		
ENGL 2322	3	Language, Philosophy and Culture
HUMA 1315*	3	Creative Arts
HIST 1301	6	American History
HIST 1302		
GOVT 2305	6	Government/Political Science
GOVT 2306		
ECON 2301	3	Social and Behavioral Sciences
SPCH 1315 or 1321	4	Component Area Option
EDUC 1100		
Total	**42**	

***May substitute course with another course from the same Core 42 Component Area on the elective course list. Reference allowable courses within each component area of CTC Core table contained in the CTC 2019-2020 course catalog for substitution of the annotated courses.**

College Course Options	Credit Hours	Core 42 Component Area
MATH 2413, MATH 2412, MATH 1342, ARTS 1303, ARTS 1304, BIOL 1413, BIOL 2420, BIOL 2421, BIOL 2401, BIOL 2402, GEOL 1403, GEOL 1404, BUSI 1301, BCIS 1305, MUSI 1306, MUSI 1307, HIST 2301, HIST 2311, HIST 2312, HIST 2381, HIST 2382, GEOG 1301, GEOG 1302, GEOG 1303, DRAM 1310, DRAM 2361, DRAM 2362, DRAM 2366, PHIL 1301, PHIL 1304, PHIL 2306, PHIL 2321, PSYC 2301, PSYC 2308, PSYC 2314, SOCI 1301, SOCI 2301, SOCI 2319, ANTH 2351, CHEM 1411, CHEM 1412, COSC 1301, ENVR 1401, COSC 1315, ACCT 2301, ACCT 2302, CRIJ 1301, CRIJ 1306, CRIJ 1310, CRIJ 2313, CRIJ 2328, MSMG 1201**, MSMG 1203**, MSMG 1310**, MSMG 1312**, GOVT 2304, SPCH 1318, SPCH 2341, SPAN 1411, SPAN 1412, GERM 1411, GERM 1412, EDUC 1301, EDUC 2301, ENGL 2327, ENGL 2328, MATH 1350, MATH 1351, MATH 2320, MATH 2415, BIOL 1411, PHYS 1401, PHYS 1402, COSC 1336, COSC 1337, ENGR 1201	18	N/A – These are elective credits to meet degree requirements up to 60 credit hours.

** Denotes courses not eligible for state funding. MSMG courses may not be transferable to all 4-year baccalaureate programs

Course plan subject to change based on graduation requirements for CTC or Killeen ISD.

Note: It is imperative for students to review the Core 42 list for the university or college they plan to attend after high school. The Core 42 list varies based upon the requirements of each institution.

Exhibit 2

Central Texas College
Disability Support Services (DSS)
Building 215, Room 111
(254)526-1863/1822; Fax (254)526-1700. Website: www.ctcd.edu/disability-support

DOCUMENTATION CRITERIA CHECKLIST

To qualify for college accommodations through DSS, students must have a qualifying **disability as defined by the Americans with Disabilities Act (ADA). ADA defines a person with a disability as a person who has a physical or mental impairment that substantially limits one (or more) major life activity.** Students are responsible for obtaining necessary testing to document the existence of a disability. Postsecondary institutions are not required to conduct or pay for an evaluation to document a student's disability or provide referrals for evaluations.

All documentation must be signed and current (less than 3 years old is preferred, but documentation within the past 5 years will be reviewed on a case by case basis) and be from a licensed/certified professional who is qualified/trained to perform valid testing to support his/her diagnosis within the specific area for which you will be identifying a disability (i.e. visual impairment = ophthalmologist; medical condition = medical doctor, mental/emotional/behavioral/cognitive/learning condition = psychologist/psychiatrist/school psychologist/educational diagnostician).

Documentation must clearly identify a specific disability diagnosis(es) with appropriate diagnostic codes (i.e. DSM, ICD, and/or ICF codes), list of tests conducted/summary of test results used to determine the diagnosis/disability, explain which major life activity is substantially limited due to the disability, statement explaining the current impact your disability has in an educational setting, and recommended classroom accommodations in accordance with the diagnosis/disability along with a description of why the recommended accommodation is needed
IEP/ARD paperwork, treatment progress notes, and VA Ratings Forms are not considered sufficient documentation at a postsecondary educational level and will not be accepted by DSS.

Documentation from an appropriately licensed/certified professional, for example:

- Medical Doctor
- Psychiatrist – Psychologist - Educational Diagnostician - Licensed Specialist in School Psychology
- Speech Pathologist
- Ophthalmologist – Audiologist - Neurologist

- **Evaluation/Testing, Statement & History of Diagnosis of Disability, for example**
  - ADD/ADHD
  - Dyslexia
  - Learning or Intellectual Disabilities
  - Autism Spectrum/Asperger'sDisorder
  - Psychological/Emotional Disorders
  - Hearing Impairment
  - Visual Impairment
  - Medical Conditions that impede activities/daily living
  - Neurological Disorders

- Traumatic Brain Injury

Use the following ***Documentation Criteria Checklist*** as a guide to ensure your documentation contains all necessary information to substantiate your qualified disability under ADA. Classroom accommodations cannot be provided to students until appropriate documentation has been submitted and approved by DSS. Documentation that does not contain **ALL** of the following required information will **NOT** be accepted by the DSS office.

- ☐ **Documentation must be current (less than 3 years old is preferred, but documentation within the past 5 years will be reviewed on a case by case basis)**
- ☐ **Documentation must be typed and on an official letterhead**
- ☐ **Evaluator must be a licensed or certified professional who is qualified/trained to perform valid testing to support his/her diagnosis within the specific area for which you will be identifying a disability**
- ☐ **Documentation must clearly identify a specific diagnosis(es) with all appropriate diagnostic codes (i.e. DSM, ICD, and/or ICF codes) for the disability when applicable**
- ☐ **Documentation must contain a list of all tests and/or exams that were conducted and used to determine the specific diagnosis/disability (tests/exams that are normed for children cannot be accepted – tests must be normed for older adolescents/adults)**
- ☐ **Documentation must contain a summary/explanation of all test/exam results/findings**
- ☐ **Documentation must specifically state which major life activity or activities are substantially limited as a result of the disability**
- ☐ **Documentation must contain a statement explaining the current impact the student's disability/diagnosis has in an educational setting and overallacademic performance**
- ☐ **Documentation must also contain recommended classroom accommodations in accordance with the diagnosis/disability**
- ☐ **Documentation must also contain an explanation/rationale of why the recommended accommodations are needed and related to the documented disability**
- ☐ **Documentation must be signed by the evaluator with respective license number, certification number, or TEA number**

*If a student has a state certificate of blindness and/or deafness, no further disability documentation will be required by the DSS office

Students are also required to complete the DSS Student Intake and Accommodation Request e-forms found in eTrieve. Please contact the DSS office at (254)526-1863 or (254)526-1822 if you need assistance with these required forms. All DSS policies, procedures, and DSS Student Handbook can be found at Website: www.ctcd.edu/disability-support