Bryan Collegiate High School

Memorandum of Understanding

Bryan ISD Blinn College

This Memorandum of Understanding (MOU) is between the Bryan Independent School District (BISD) and Blinn College (Blinn) which are located in Bryan, Texas (collectively referred to as the "Parties"). This Memorandum of Understanding is entered into as of July 1, 2018.

The purpose of this MOU is to outline the intended collaboration of the Parties, as listed above, in maintaining a four-year early college high school, denoted as Bryan Collegiate High School (BCHS). As an Early College High School, BCHS offers traditionally underserved students (high percentage of at-risk students, economically disadvantaged students, and first time college bound students) an opportunity to complete a high school diploma and earn college credit hours towards Associate’s and Bachelor's degrees. BCHS will serve grades 9-12, but could potentially serve grades 6-12, 7-12, or 8-12. During their attendance at BCHS, these students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic skills and technical competencies necessary to achieve success in higher education and in the workforce.

TERM
The term of this MOU shall commence on July 1, 2018 and will terminate on June 30, 2022 unless renewed or extended by the Parties.

LEADERSHIP
The Parties will create a leadership structure that meets regularly to address issues of design and sustainability. The leadership team shall include and meet as needed with the following leaders or their designees:

- School District, Bryan Independent School District (BISD)
  - Superintendent
  - Associate Superintendent of Teaching & Learning or equivalent position
  - Bryan Collegiate High School Principal

- Institution of Higher Education (IHE), Blinn College
  - College Chancellor
  - Vice Chancellor of Instruction
  - Vice Chancellor of Administration and Operations
  - Director of Dual Credit and Prospective Student Relations

BCHS ORGANIZATION AND FACILITIES

BCHS is located at 1901 East Villa Maria Road, the Lamar Campus of BISD in Bryan, Texas, approximately one mile from the Blinn Bryan campus. Blinn will provide access to all of their main campus facilities (library, bookstore, food services, learning center, computer labs, etc.) to all BCHS students. Blinn College is also committed to providing faculty for the respective Blinn College courses taught for the BCHS ninth through twelfth grade levels. BCHS will provide classroom space and the necessary equipment for all Blinn
courses taught on the BCHS campus. BCHS students must adhere to Blinn’s policies and code of conduct requirements. Failure to do so, may result in revoking individual student privileges.

SERVICES, RESOURCES, AND FINANCIAL MODEL

BISD and Blinn will cooperatively establish a learning community that blends high school and college, instilling a college-bound culture among the BCHS students.

Through this cooperative arrangement, BISD will provide:

a. Faculty and staff for the management and instruction of high school requirements and courses.
b. Facilities near Blinn College that allow Bryan Collegiate to function as a stand-alone high school campus.
c. Students meeting the admissions criteria will be accepted for enrollment at BCHS regardless of the student's attendance zone under the guidelines of BISD board policy FDA. No student will be accepted/admitted who does not reside within Bryan ISD except in the following circumstances:
   • Students enrolled at BCHS prior to June 2018 who do not reside in the BISD zone will be allowed continued enrollment at BCHS until their normally scheduled graduation.
   • If a resident BCHS student moves outside the district then in accordance with FDA LOCAL, any student in grades 9-12 who moves outside the District may apply to remain enrolled for the remainder of high school on a tuition basis.
   • Children of nonresident BISD employees in accordance with BISD board policy FDA Local; A nonresident employee may request that his or her child be admitted into District schools by filing an application with the Superintendent or designee. Transfers shall be granted for one regular school year at a time, on a tuition-free basis. When the parent or guardian is no longer employed by the District, the student may continue his or her enrollment in the District until the end of the semester in which the employment termination took place.
d. BISD will provide TSIA testing for BCHS students at Bryan Collegiate High School beginning in the Fall of 2018.

Through this cooperative arrangement, Blinn will provide:

a. College-level courses offered at the BCHS campus from the ninth through twelfth grades. Blinn courses taken in the summer by BCHS students will be paid for by the respective student, except by recommendation of the Blinn College and BCHS leadership, with final approval by Blinn College administration. To develop and maintain a sustainable financial model, Blinn College will receive tuition/fee reimbursement from Bryan ISD each long semester for the actual cost of instruction that is not covered by contact hour reimbursement. The cost of instruction will be determined by subtracting the contact hour reimbursement revenue generated by the BCHS students in a course from the instructional costs* of that course. (*Includes instructor costs and indirect costs at a prescribed percentage rate of direct instructional costs.) The instructional cost will be prorated if the both BCHS students and traditional Blinn students are enrolled in the course. This financial model will result in a zero net income for Blinn College. See Appendix B.
b. Dual credit courses and instructors
c. Academic counseling services and personnel
d. Blinn student IDs for all BCHS students enrolled in Blinn College
e. The option for BCHS students to participate in Blinn student clubs and organizations
f. Allow BCHS students the same access to IHE facilities, services & resources as all other Blinn students

Through this cooperative arrangement Texas A&M University (TAMU) will provide support resources, as shown in Appendix A.
FACULTY AND ADMINISTRATION

All teachers hired by BISD to teach at BCHS must meet Texas state certification requirements in their subject areas, and must be licensed by the State of Texas. BISD faculty will only teach dual credit courses if they meet faculty credentialing guidelines recommended by the Southern Association of Colleges and Schools Commission on Colleges’ Comprehensive Standard 3.7.1 Principles of Accreditation, have the approval of the cooperating Institute of Higher Education (IHE), and meet Blinn College Faculty Credentialing Guidelines. Faculty of BCHS will participate weekly in an embedded professional development time, as is part of the BCHS model. Faculty of BCHS will be evaluated annually by BISD according to criteria established by BISD and the Texas Education Agency. Any instructor teaching IHE classes, for dual credit, must be evaluated in accordance with THECB and SACSCOC standards by IHE staff.

Faculty from the IHE who teach college courses on the BCHS campus ("Dual Credit Instructors") will be considered faculty of their employed IHE. All dual credit course teachers must meet the faculty credentialing guidelines recommended by the Southern Association of Colleges and Schools Commission on Colleges’ Comprehensive Standard 3.7.1 Principles of Accreditation, have the approval of the cooperating Institute of Higher Education (IHE), and meet Blinn College Faculty Credentialing Guidelines. Faculty of BCHS will be evaluated annually by BISD according to criteria established by BISD and the Texas Education Agency. Instructors for dual credit courses will be selected by Blinn based upon their previous experience and success in one or more of the following areas: teaching freshmen courses, teaching developmental and accelerated courses, teaching dual-enrollment courses, and credentials for teaching college-level coursework.

All Blinn College employees teaching courses on the BCHS campus will be required to submit to a criminal history background check with BISD, as required by BISD policy and applicable law. This criminal history background check will include fingerprinting and the cost of the fingerprinting will be incurred by BISD. Based on the results of the prescribed background check and fingerprinting, BISD will have the sole discretion on eligibility to teach on BISD campuses.

BISD will appoint a BCHS administrator whose only responsibility is administration of BCHS. The BCHS on-site administrator will have decision-making authority in ISD matters of budgeting, staffing, scheduling, student assessment, curriculum, and professional development in congruence with BISD, BCHS and TEA policy.

COURSES AND CURRICULUM ALIGNMENT

Blinn will provide access to courses that are included in the College’s approved THECB core curriculum, as well as other course options that are major specific, or could serve as electives to all qualified BCHS students. For all dual credit courses, Blinn will provide current course descriptions and syllabi as requested by BCHS staff and/or students. BISD will be responsible for ensuring alignment between Texas Education Knowledge and Skills (TEKS) and college course objectives in order to grant dual credit.

BCHS will work with Blinn to vertically align BCHS high school courses with dual credit courses. BISD will allow BCHS to alter the scope and sequence of high school courses as needed to meet the goals of vertical alignment to dual credit courses. See Appendix C for four year plan.
INSTRUCTIONAL MATERIALS AND CALENDAR

Information on new and/or used textbooks, workbooks, and other text-related materials will be provided by Blinn at least two months prior to the first day of each new semester. Whenever possible, Blinn will work to allow BCHS to keep books for multiple semesters. Dual credit courses taught by Blinn on the BCHS campus will be allowed to use course textbooks for four years. Students will attend Blinn classes at the Blinn College Bryan Campus as well as the BCHS campus. BISD will provide and incur the cost of transportation for BCHS students from the BCHS campus to the Blinn location where the student is enrolled in dual credit classes. BCHS will require students to attend college courses located on the Blinn Campus when in session regardless of ISD district holidays.

POLICIES: GRADING, STUDENT ENROLLMENT, ATTENDANCE, AND CONDUCT

Blinn will report a numerical grade as is stated in the dual credit agreement between Blinn and BISD. Blinn will transcript/award college credit earned through dual credit during the same semester that credit is earned. BCHS will follow the Blinn policies regarding make up work and/or late work for all dual credit courses taken by BCHS students.

All BCHS students will be required to complete and obtain a college-ready score on exams required by Blinn such as TSIA, ACT, or SAT requirements. BCHS students must meet all prerequisites for college courses offered through Blinn. Blinn staff will assist with the registration of BCHS students for Blinn courses. BCHS students will be required to complete Blinn assessments or placement procedures.

BCHS will run a semester grading cycle where individual progress reports will be sent home to parents at 3-week intervals with a report card mailed home after the conclusion of each semester. BCHS will obtain BISD board approval for any changes in the BCHS grading and/or make-up/late work policies for high school courses taught at BCHS. BCHS will follow the Blinn policies regarding make up work and/or late work for all dual credit courses taken by BCHS students.

In order to continue taking Blinn dual credit courses a student must remain in academic good standing with Blinn College. The requirements for Academic Good Standing, as stated in the Dual Credit Interlocal Agreement with BISD and consistent with EGA (Local) of the College Board Policies, which are attached as part of Appendix A of the Interlocal agreement, are that a student must maintain a cumulative grade point average (GPA) of at least 2.0 (C). Note that the Blinn College transcript will only reflect a letter grade. A 2.0 cumulative grade point average is the minimum average required for graduation. If a student drops below a 2.0 they are placed on probation for a semester. If the GPA remains below a 2.0 after the next semester, they are blocked from taking dual credit courses in the future. BCHS dual credit students will not be eligible to apply for a suspension appeal. These students can apply for a suspension appeal after graduation from BCHS, as a standard postsecondary college student and not a dual credit student.

Blinn is not responsible for maintaining attendance records for BCHS students beyond the records kept for a traditional Blinn student. However, instructors of dual credit courses taught on the BCHS campus will submit daily attendance rosters to BCHS administration. As per Blinn College policy, students are dropped from a class after two weeks of absences. Note that BCHS students will follow the course attendance rules of the course provider, Blinn, and will also follow the school attendance policies of TEA and BISD.

BCHS students will not be penalized for missing any dual credit courses due to standardized testing (ex. PSAT, SAT, ACT, TSIA) or UIL events. BCHS students will observe bad weather day modifications and/or late start modifications as per the Blinn College schedule.
While attending a dual credit course, BCHS students will follow the Blinn protocol for incivility and/or academic misconduct as stated in the Blinn College catalog, Blinn College Administrative Regulations, and Blinn College Board Policy. BCHS students will be subject to the same penalties for violations of these protocols as any other enrolled college student.

ADMINISTRATION OF STATEWIDE INSTRUMENTS (Subchapter B, Chapter 39)

BCHS will be responsible for all administration of state tests. BCHS will coordinate with Blinn to schedule any missed dual credit classes due to state mandated testing. BCHS students will not be penalized for missing any dual credit courses due to state mandated tests.

PROVISIONS FOR SHARING STUDENT DATA

When considering the dissemination of student data, all FERPA (Family Educational Rights and Privacy Act) guidelines will be followed by BCHS and Blinn. Parent initiated questions and concerns regarding dual credit coursework and student performance will be handled through BCHS staff. Parents of BCHS students will be discouraged from directly contacting the dual credit instructors employed by Blinn College.

EVALUATION, RESEARCH, AND DEVELOPMENT

An evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. The evaluation will satisfy all federal and state guidelines for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the program. BISD and Blinn will collaborate in developing research and evaluation of BCHS. This research and evaluation agenda will examine critical aspects of BCHS (e.g. student academic performance, performance on college standardized tests and state standardized tests, number of college hours earned, instructional effects, curriculum development products, effectiveness of professional development, and impact on educational policy and decision-making).

PROVISIONS FOR CLOSING BCHS

If the partners decide to discontinue operating BCHS, they must meet the provisions listed below:

a. An eleventh grade cohort, at BCHS, will continue operation through that cohort's scheduled graduation from BCHS.

b. Services to enrolled ninth and tenth grade students will be continued through graduation for those cohorts.

c. While in the process of discontinuing operation, BCHS may not enroll any additional students in grades that have been phased out.

d. While BCHS is in the process of discontinuing operation, it must continue to meet all of the required design elements and provide full support for all students enrolled in BCHS.

FISCAL AGENT

BISD will act as the fiscal agent for the purposes of this MOU. Blinn College will bill BISD/BCHS for costs incurred, at the end of each Fall and Spring semester, as per the example spreadsheet denoted as Appendix E.
RESPONSIBILITIES OF THE PARTIES

Regulatory Requirements

All members of BCHS faculty and administration, as well as any other party connected to the program, must comply with regulations regarding the report of any and all alleged child abuse, school-related crimes, and sexual molestation. The BCHS Advisory Board is charged with ensuring adherence to all applicable regulatory matters, whether local, state, or federal, which affect the well-being of students enrolled at BCHS.

Compliance with the Laws

All signatories to the MOU will be responsible for complying with applicable federal, state, and local laws, rules, mandatory policies, and guidelines. Though identified as partners in this MOU, the Parties are and remain independent legal entities and no legal business relationship is formed or intended to be formed under the performance of this MOU or any subsequent agreement to follow.

MODIFICATION OF THE MOU

This MOU may be modified or amended only by mutual agreement of the Parties in writing, and any such modification or amendments shall be attached and become a part of this collaboration as if set forth herein.

TERMINATION OF THE MOU

Any Party has the right to terminate this MOU upon service of written notice to the other Parties 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

ADDITIONAL TERMS OF MOU

The terms set out in Appendix D attached hereto are incorporated into, and made a part hereof, this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on this date of May 24, 2018

Dr. Christie Whitbeck
Superintendent
Bryan Independent School District

Dr. Mary Hensley
Chancellor of the Blinn College District
Appendix A

OFFICE OF THE PROVOST AND EXECUTIVE VICE PRESIDENT

Dr. Mary Hensley  
Chancellor, Blinn College District 902 College Avenue  
Brenham, TX 77833

Dr. Christie Whitbeck  
Superintendent, Bryan Independent School District 1010 North Texas Avenue  
Bryan, TX 77803

Re: Texas A&M University support for Bryan Collegiate High School

Dear Drs. Hensley and Whitbeck:

I write to confirm Texas A&M University’s desire to continue our ongoing support of Bryan Collegiate High School. We believe BCHS represents an excellent educational opportunity for young people in the Brazos Valley and are happy to include BCHS graduates among our student body.

During the period of the renewed BCHS Memorandum of Understanding between Blinn College and Bryan ISD, Texas A&M University will provide the following support services:

- Access to and services from admissions counselors in the Office of Admissions and the Brazos Valley Region Prospective Student Center.
- Access to STEM-related outreach activities that foster interaction between BCHS students and TAMU students and staff such as the Physics and Engineering Festival, Chemistry Open House, and Veterinary Medicine and Biomedical Sciences Open House.
- Access to all-university recruiting and outreach events such as AggieLand Saturday and the Astronaut Foundation Scholarship presentation.
- Engagement of BCHS faculty in STEM-related research and professional development activities as available.
- Office of Public Policy and Outreach sponsorship for external client use of spaces controlled by the University Center and Special Events office for BCHS commencement ceremonies, including attendance of Texas A&M University representatives as required at the events. Public Policy and Outreach will pay associated rental fees for the venue, but fees for parking and associated program elements, such as printed materials, decorations, etc. are the responsibility of Bryan ISD.
- Support for data collection and analysis.
- Other services as needed and as resources permit.

We believe BCHS provides an excellent educational pathway for local young people who otherwise may have limited opportunity for a college education. We look forward to working with you to support the continued success of BCHS.

Sincerely,

Carol A. Fierke, PhD  
Provost and Executive Vice President
cc: Joe Pettibon, Vice President for Enrollment and Academic Services
Ann Kenimer, Associate Provost for Undergraduate Studies
Chad Wootton, Associate Vice President for External Relations
Suma Datta, Assistant Provost and Executive Director of L.A.U.N.C.H.

Jack K. Williams Administration Building, Suite 100
1248 TAMU
College Station TX 77843-1248

Tel 979 845 4016 Fax 979 845 6994
provost tamu edu/
Appendix B
Course Tuition Payment Formula

BCHS enrollment in the course section x State Funding Rate for the discipline x contact hours for the course section) – (Instructor Pay for section/total number enrolled in section x BCHS enrollment in section+ Indirect Costs) = Profit/Loss

BISD’s invoice payment will be the amount of loss calculated using the formula shown above. Payments due will be prorated for the first two years of this MOU, as shown below:

AY 2018-2019: 50% of costs incurred by Blinn College
AY 2019-2020: 75% of costs incurred by Blinn College
AY 2020-2021: 100% of costs incurred by Blinn College
AY 2021-2022: 100% of costs incurred by Blinn College

Payments are due to Blinn College within 30 days of invoice receipt by BISD.
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Appendix D
Additional Terms

Bryan Collegiate High School
Memorandum of Understanding
Bryan ISD Blinn College

Blinn College ("Blinn") and the Parties are this day entering into a Memorandum of Understanding (MOU) and, for their mutual convenience, the Parties are using the standard MOU form for this agreement.

This Appendix D ("Appendix"), duly executed by the Parties, is incorporated into the MOU dated ___________ and made an integral part thereof. This Appendix and the MOU shall be referred to hereafter collectively as the "Agreement."

The Agreement is, with the exceptions noted herein, generally acceptable to Blinn. Nonetheless, because certain standard clauses that may appear in the Agreement cannot be accepted by Blinn because of its status as an educational institution of the State of Texas and in consideration for the convenience of using provisions in the Agreement instead of negotiating a separate contract documents, the Parties agree that none of the provisions listed below, if they appear in the Agreement, shall have any effect or be enforceable against Blinn:

1. Requiring Blinn to maintain any type of insurance either for Blinn's benefit or for the benefit of any Party.
2. Renewing or extending the Agreement beyond the term or automatically continuing the term from term to term.
3. Requiring or stating the terms of the Agreement shall prevail over the terms of this Appendix in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the Parties shall be construed and enforced in accordance with the laws of the State of Texas.
5. Releasing any of the Parties from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by Blinn if the Agreement is terminated before the end of the term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding Blinn to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obligating Blinn to pay costs of collection or attorneys' fees.
10. Requiring Blinn to provide warranties.
11. Obligating Blinn to indemnify, defend or hold harmless any party.

Miscellaneous Provisions:

Alternate Dispute Resolution: The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Parties to attempt to resolve any claim for breach of contract made by any of the Parties that cannot be resolved in the ordinary course of business. Any Party shall submit written notice of a claim of breach of contract under this Chapter to the General Counsel of Blinn, who shall examine the Party's claim and any counterclaim and negotiate with the Party in an effort to resolve the claim.
**Mandatory Venue:** Venue for any suit filed against Blinn shall be in the county in which the primary office of the chief executive officer of Blinn is located. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions.

**Loss of Funding:** Performance by Blinn under the Agreement may be dependent upon the appropriation and allotment of funds from federally-funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally-funded programs occurs, or in the event state appropriations are unavailable, then Blinn will issue written notice to the Parties and Blinn may terminate the Agreement without further duty or obligation hereunder. The Parties acknowledge that appropriation of funds is beyond the control of Blinn.

**Payment:** All payment for goods and services shall be governed by Chapter 2251, Texas Government Code.

**Non-Waiver:** All Parties expressly acknowledge Blinn is an educational institution of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by Blinn of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Blinn under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

**Confidentiality:** The Parties acknowledge that Blinn is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

**Force Majeure:** No Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of the Party and which by due diligence it is unable to prevent or overcome.

** Entire Agreement:** This Appendix and the Agreement constitute the entire Agreement between the Parties and may not be waived or modified except by a written agreement signed by the Parties.

**Savings Clause:** If a court of competent jurisdiction finds any provision of this Appendix and the Agreement illegal, ineffective or beyond contractual authority of the Parties, then the offending provision will be stricken and the remainder of the Agreement between the Parties will remain in effect.

**Notices:** All notices shall be mailed to the "Attention of: The Chancellor of the Blinn College District, 902 College, Brenham, TX 77833".

To the extent the language in this Appendix is in conflict with any language in the Agreement, the language in this Appendix will control.
IN WITNESS WHEREOF, the Parties have caused this Appendix to be duly executed, intending thereby to be legally bound.

Dr. Christie Whitbeck
Superintendent
Bryan Independent School District

Dr. Mary Hensley
Chancellor of the Blinn College District