Bryan Independent School District Memorandum of Understanding

Bryan Independent School District ("BISD") and the Partner Independent School Districts (individually "Partner ISD"), enter the following Memorandum of Understanding for the 2020-2021 school year regarding the Bryan Career and Technical Education Complex ("Bryan CTEC").

Now therefore, the parties to the Memorandum of Understanding mutually agree to the following:

I. Purpose:

Whereas, BISD operates BRYAN CTEC as a half day Career and Technical Education program for Juniors and Seniors offering course in the following programs:

- a. Automotive Technology
- b. Construction Technology
- c. Industrial Engineering and Robotics
- d. Welding Technology

II. Student Eligibility Requirement:

- a. In order to apply to enroll in the Bryan CTEC a student must have current Sophomore or Junior standing at a Partner ISD;
- b. A student must have the written approval of his/her Partner ISD in order to apply to enroll in the Bryan CTEC; and
- c. A student must have completed the application to enroll in the Bryan CTEC.

III. Academic Calendar for the Bryan CTEC

- a. The Bryan CTEC will follow the BISD academic calendar for the 2020-2021 school year. This will apply to grades, attendance, holidays, etc.
- b. If a Partner ISD academic calendar differs from the BISD academic calendar, it is the responsibility of the Partner ISD to submit a copy of their academic calendar to BISD prior to the start of the 2020-2021 school year.

IV. Grades

- a. The Bryan CTEC will submit each student's marking period/six weeks grades to the student's home campus at each student's sending Partner ISD, respectively, based on the BISD academic calendar.
- b. The Bryan CTEC will provide access for grades at all times to each Partner ISD designee and parent/guardian for all students enrolled from the Partner ISD.
- c. If the grading cycle of a Partner ISD is different from the BISD grading cycle, then the Partner ISD may give an incomplete until the BISD grading cycle is completed.

V. Attendance

a. All students enrolled in the Bryan CTEC from a Partner ISD are expected to attend the Bryan CTEC for the entire school year. Students will not be permitted to withdraw from the Bryan CTEC without Partner ISD's and Bryan CTEC's written approval.

- b. In the event a student enrolled in the Bryan CTEC becomes pregnant during the school year, BISD may require a medical release/authorization approving that student's continued attendance/participation in the Bryan CTEC.
- c. In the event a student enrolled in the Bryan CTEC is unable to continue attending the Bryan CTEC due to medical/health reasons (including, but not limited to pregnancy) the sending Partner ISD will be responsible for providing any homebound and/or pregnancy related services to that student.
- d. The Bryan CTEC will submit student attendance to each student's home campus weekly.
- e. Students are expected to attend the Bryan CTEC according to the BISD academic calendar.
 - For instance, if a Partner ISD is not in school, but BISD is, then Partner ISD's students are expected to be present at the Bryan CTEC in which the student is enrolled.
 - ii. If BISD has a scheduled student holiday, but a Partner ISD does not, students from that Partner ISD will not attend the Bryan CTEC on the BISD scheduled student holiday.
 - iii. If a student from a Partner ISD has a school related event causing the student to be absent from the Bryan CTEC, the Partner ISD will notify the Bryan CTEC as soon as confirmation of the event and the student's participation has occurred.

VI. Tuition and Billing

- a. BISD will bill the Partner ISD for the cost of tuition per credit course which shall be calculated as follows: Basic Allotment x 1/6 x CTE Weight. For example, based on the projected Basic Allotment and CTE Weight for the 2020-2021 school year the tuition per credit course for the 2020-2021 school year would be \$6,160 x 1/6 x 1.35 = \$1,385. However, if the Basic Allotment or CTE Weight amounts are adjusted by the State of Texas prior to the start of the school year the tuition amount may change.
 - i. Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone.
 - ii. If a student is removed for disciplinary reasons, the student's tuition will not be prorated based on the number of days enrolled.
 - iii. If a student wishes to withdraw for personal reasons, tuition will not be prorated.
 - 1. BISD reserves the right to make exceptions on the proration rules set forth above regarding disciplinary and personal withdrawals as determined by Campus Director of the Bryan CTEC.
 - iv. Invoices will be calculated for each student enrolled from each Partner ISD.

 After the 10th class day of the 2020-2021 academic school year, the full fee of \$1,385.00 per one credit course per student will be charged and billed to the student's ISD.
 - v. An Invoice will be mailed out to each Partner ISD for each student enrolled (from the Partner ISD) at the Bryan CTEC during the 2020-2021 school year. Invoices will be mailed after completion of the first six week grading cycle of BISD. Payment will be due in two installments with 1/2 of the tuition due by October 31, 2020 and the remaining 1/2 of the tuition due by January 31, 2021.

¹ The Basic Allotment and the CTE Weight under this MOU shall be the Basic Allotment and the CTE Weight amounts provided by the Texas Education Agency for the 2020-2021 school year as required under the Texas Education Code and Texas Administrative Code.

VII. Other Fees

a. Any and all fees for Dual Credit, certification, background checks, fingerprinting, drug screening, required immunizations, or health tests required will be paid by the student or the sending Partner ISD, as determined by Partner ISD administration.

VIII. Course Offerings

a. The Bryan CTEC will provide a course list to Partner ISDs prior to the start of the 2020-2021 school year.

IX. Discipline

- a. It is the expectation that students will maintain the highest level of discipline and safety at the Bryan CTEC. It is the expectation that each Partner ISD will support the Bryan CTEC in maintaining discipline. Discipline enforcement will be the responsibility of the sending Partner ISD for its students enrolled in the Bryan CTEC. The Bryan CTEC will use a discipline model that, to the extent feasible, simulates practices for employees in current professional workplaces. Representatives from the Bryan CTEC will provide a detailed report for each student to the student's home campus of the Partner ISD for that campus to use in making a decision on a discipline incident. Partnering districts are expected to enforce their normal disciplinary rules to students of the Bryan CTEC.
- b. Any expulsion, suspension, removal to ISS or DAEP will be administered by the Partner ISD. All ISS and DAEP placements will take place at the Partner ISD
- c. The Bryan CTEC reserves the right to remove a student at any time for disciplinary reasons.

X. Special Education/504

- a. It is ultimately the responsibility of the Partner ISD to ensure that a student's IEP/504 accommodation plan is implemented as written, as well as to conduct all student ARD and 504 meetings.
- b. Prior to the start of the school year, each Partner ISD will provide written notification to the Bryan CTEC of all Special Education and 504 students, including all IEP plans and accommodation plans from that Partner ISD.
- c. The Bryan CTEC will implement the IEP/504 accommodation plan as written with one exception; it is the responsibility of the sending Partner ISD to provide additional staff support if designated in a student's IEP/504 accommodation plan.
- d. Each sending Partner ISD agrees to invite a Bryan CTEC representative (from the Bryan CTEC in which a particular student is enrolled) to attend and offer feedback for all student ARD and 504 meetings.

XI. Partner ISD's Responsibilities

Each Partner ISD understands and agrees that it is making a commitment to work collaboratively to achieve project goals and also agrees to the following:

- a. Support and utilize the Bryan CTEC;
- b. Provide transportation for accepted students to and from the Bryan CTEC and to and from the sending Partner ISD;

- c. Ensure students enrolled at the Bryan CTEC are provided the opportunity to have breakfast and lunch at a student's home campus within the sending Partner ISD;
- d. Agrees to work with the Bryan CTEC to accept marking period grades earned by students to calculate the final average for the course and award course credit as appropriate
- e. Agrees to send a representative to two mandatory Texas Regional Network conferences:
 - i. June 2020
 - ii. January 2021
- f. Agrees to share all of the following data for the Carl Perkins Grant reporting criteria:
 - i. All demographics of all students attending the CTEC
 - ii. Certification information passing rate, as well as failure rate (if applicable)
 - iii. Number of students in each pathway at CTEC
 - iv. Number of industry partnerships
 - v. Number of college credit hours earned
 - vi. Advanced credits earned (academic Dual credits or AP/IB scores)
 - vii. Number of students in: internships, mentoring, job shadowing, WBL, or working
 - viii. CTSO statistics: membership, participation, advancement in competitions
 - ix. Post-secondary plans for all students

XII. Multiple Counterparts and Facsimile

This Memorandum of Understanding may be executed in separate or multiple counterparts by the parties, each of which shall be deemed to be an original. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all such copies shall be considered as one and the same Memorandum of Understanding. In addition, any true and correct photocopy or facsimile copy of this Memorandum of Understanding together with any signatures on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to this Contract. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without affecting the effective date or actual execution dates.