

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
VICTORIA INDEPENDENT SCHOOL DISTRICT
AND
VICTORIA COLLEGE
AND
CITIZENS MEDICAL CENTER
AND
DETAR HEALTHCARE SYSTEM

PURPOSE:

The purpose of this MOU is for the development, support, and operation of grades nine through twelve Pathways In Technology Early College High School (P-TECH) and is effective as of March 1, 2020, by and between the Victoria Independent School District, with administrator offices located at 102 Profit Drive, Victoria, TX 77901; Victoria College, with administrator office located at 2200 E. Red River Street, Victoria, TX 77901; Citizens Medical Center with administrator office located at 2701 Hospital Drive, Victoria, TX 77901; and DeTar Healthcare System with administrator office located at 506 E. San Antonio Street, Victoria, TX 77901.

WHEREAS, Victoria Independent School District, Victoria College, Citizens Medical Center, and DeTar Healthcare System wish to enter into an agreement to set forth their continuing rights and obligations with respect to the development, support, and operation of Victoria Independent School District (VISD) P-TECH Healthcare;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating VISD P-TECH Healthcare. The School's mission is to provide all students with an education that begins in grade nine, continues through high school completion with a high school diploma, and culminates in an Associate of Science Interdisciplinary Studies Degree or the attainment of pre-requisites toward an Associate of Applied Science in Nursing Degree. The program also includes authentic work experiences designed to prepare students for positions in the health science field.

The School is open to students of all backgrounds and abilities, including struggling learners, English language learners, and students with disabilities. Prior to enrollment in any college-level Victoria College class, students must meet all testing and course prerequisites. The primary point of entry is the ninth grade. The School will admit approximately thirty students in its initial ninth grade class and will grow by approximately thirty students each year, until the school reaches full capacity of 120 students in year four.

The School's curriculum and support program is designed to support a wide range of students in earning a high school diploma, an associate degree, and the work experience in preparation for career-track employment in the health science field. All college courses outlined in the student's course of study while enrolled in the School will be free of charge to students and their families.

The Parties will work together to develop, evaluate and revise the School's Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. This Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff.

II. GOVERNANCE AND ADVISING STRUCTURE

The School will be a Victoria Independent School District public school within a school and, as such, must follow all policies and procedures outlined by Victoria Independent School District Regulations. The administrator of the School is responsible for day-to-day decisions regarding the operation and management of the School. The administrator is a Victoria Independent School District employee, and the selection of the administrator is governed by the Victoria Independent School District Regulations. For the duration of this Agreement, Victoria College, Citizens Medical Center, and DeTar Healthcare System shall also have input into the administrator selection process. According to Victoria Independent School District policy, the administrator will be supervised by a high school principal.

Notwithstanding the foregoing, the School must follow all Victoria College policies governing the college courses in the School's curriculum, including but not limited to selection of courses and faculty, awarding of credit, student eligibility for courses, and discipline of students and faculty in connection with the courses.

An Advisory Committee consisting of representatives from all the Parties shall provide input in the development and ongoing support of the School. Additional staff, faculty members, students, and parents may be added as appropriate. In matters to be decided by the Advisory Committee, Victoria

Independent School District, Victoria College, Citizens Medical Center and DeTar Healthcare System, and VISD P-TECH Healthcare shall each have an equal opportunity to provide suggestions or advice.

The Advisory Committee shall meet at least twice a year and as often as needed to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Advisory Committee shall review the School's Scope & Sequence plan, the overall quality and outcomes from the college courses, and other aspects of the School. The Advisory Committee is empowered to suggest revisions to this Agreement on matters of the School's program focus.

III. ROLES AND RESPONSIBILITIES

A. Citizens Medical Center and DeTar Healthcare System Responsibilities:

1. Citizens Medical Center and DeTar Healthcare System will be committed to the full implementation of Overall School Model as outlined in Section I.
2. Citizens Medical Center and DeTar Healthcare System will ensure that participating students receive an opportunity to be mentored from a Healthcare industry professional, including an opportunity to communicate in writing, online, or a face-to-face interaction on at least two occasions per year.
3. Citizens Medical Center and DeTar Healthcare System will make available supervisors and Human Resources managers to identify the appropriate entry-level positions students at the School may qualify for upon graduation, work with the other Parties to map the key skills needed to succeed in those positions, and strongly consider students at the School for those employment opportunities.
4. Citizens Medical Center and DeTar Healthcare System will identify a dedicated staff person to manage Citizens Medical Center and DeTar Healthcare System's responsibilities and other appropriate staff to participate in the Advisory Committee. This staff person will assist the School to coordinate site visits to Citizens Medical Center and DeTar Healthcare System facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula.
5. Citizens Medical Center and DeTar Healthcare System will help define and provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the

curriculum Scope & Sequence plan. Citizens Medical Center and DeTar Healthcare System will provide internship opportunities each year to students from the School. Citizens Medical Center and DeTar Healthcare System will assist the School's staff in identifying additional organizations in the health science field to ensure that each student has the opportunity to participate in multiple internships during the course of the program.

6. Citizens Medical Center and DeTar Healthcare System will work with the School's staff and the other Parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Citizens Medical Center and DeTar Healthcare System will help identify high-quality occupation- related projects and curriculum that may be incorporated into the academic program.
7. Citizens Medical Center and DeTar Healthcare System will allow Victoria College, Victoria Independent School District, Department of Innovation, and the School's staff and students appropriate access to Citizens Medical Center and DeTar Healthcare System facilities to support program activities, such as, internships, job shadowing, mentoring, and other "real- life" work experiences for students. Citizens Medical Center and DeTar Healthcare System will support transportation cost and fees when appropriate.
8. Citizens Medical Center and DeTar Healthcare System will work with the School's staff and the other Parties to support students' acquisition of industry certifications and the standards/curriculum that will be followed to achieve stated certifications such as but not limited to a Certified Nurse Aide Certification.
9. Citizens Medical Center and DeTar Healthcare System will provide support for Program students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives.

B. Victoria College Responsibilities:

1. Victoria College will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. Victoria College will allow the School's staff and students access to college facilities relevant to the academic success of the students.

3. Victoria College will work with the School's staff and the other Parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Victoria College will
 - i Identify specific courses needed to earn an associate degree, including opportunities for credit-bearing courses no later than 10th grade;
 - ii Work with the School to find appropriate scheduling for courses for students at the school and ensure that all college courses are taught by qualified faculty.

4. Victoria College faculty will collaborate with the School's teachers to ensure alignment and appropriate supports between high school and college-level courses. Victoria College faculty in collaboration with the School faculty will work with Citizens Medical Center and DeTar Healthcare System to ensure that coursework is aligned to relevant technical skills and competencies.

5. Victoria College will be responsible for ensuring college credit-bearing courses meet the rigor and standards of the college. As such, college courses offered to students at the School will be governed by the following:
 - i All courses offered for college credit must be regular Victoria College courses, developed and approved by Victoria College faculty, approved through Victoria College governance, and listed in the Victoria College course catalogue.
 - ii The course syllabus determines course content, required textbooks, assessments, and policies on attendance and grading.
6. All instructors of college-level courses must meet Victoria College's academic requirements and are subject to the approval of the relevant Victoria College division dean. In some instances, high school teachers (who are Victoria Independent School District employees) may meet the requirements for college-level instruction.
7. Victoria College will work with the School to collect data on college course-taking and experiences. Victoria College course registration must be entered in all appropriate college systems using appropriate program codes. Victoria College will share access to all student-level data such as credit hours taken and earned; GPA, formative data to assess if student is on track for college readiness, and teacher data such as qualifications with Victoria Independent School District.

8. Victoria College will provide the staff needed to support the initiative and who has the authority to coordinate with the School.
9. Victoria College staff will advise students concerning financial aid and scholarship opportunities.
10. As outlined in the agreement with the industry partners, Victoria College will collaborate with Victoria Independent School District and the School in the following ways:
 - i. Parties will work together to develop a Scope and Sequence plan that will serve as a blueprint for curriculum development and programming for students and staff.
 - ii. ~~Parties will establish and maintain a partnership agreement which will provide students~~ access to appropriate work-based training and education at every grade level.
 - iii. Parties will develop key skills needed by students to succeed in positions identified by the industry or business partners,
 - iv. Business partners will strongly support considered students at the School for appropriate employment opportunities.
11. Victoria College will develop policies for:
 - i. Ensuring that Victoria College transcripts college credit earned through dual credit is provided in the same semester that credit is earned.
 - ii. Advising students as to the transferability and applicability to baccalaureate degree plans for all college credit offered and earned
 - iii. Providing students access to the Victoria College facilities, services and resources
 - iv. Allowing provisions for discontinuing operation while ensuring students previously enrolled will have opportunity to complete their course of study

c. Victoria Independent School District Responsibilities:

1. Victoria Independent School District will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. Victoria Independent School District will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Victoria Independent School District will work to develop a rigorous and engaging curriculum that prepares students for college-level coursework and workplace experiences.

3. Victoria Independent School District will establish a college-going culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key “college knowledge” academic and personal behaviors such as time management, collaboration, problem-solving, leadership, study skills, communication, and tenacity.
 4. Victoria Independent School District will help define appropriate workplace experiences (e.g., design projects, job shadowing, and internships) that will support students gaining key skills needed in the health science field.
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5. Victoria Independent School District will provide a space to house the School at Victoria East High School, located at 4103 East Mockingbird Lane, Victoria, TX 77901. The facility will have sufficient space to support the activities and number of students described in Section I.
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6. Victoria Independent School District will allow Victoria College and Citizens Medical Center and DeTar Healthcare System faculty and staff appropriate access to the School to support program activities, along with other appropriate health science industry leaders and members of leading nonprofit organizations.
 7. Victoria Independent School District will ensure that students of all backgrounds and abilities are eligible to attend the School. Victoria Independent School District will ensure that prior academic performance shall not be considered during the admissions process. Prior to enrollment in any college-level Victoria College class, students must meet all testing and course prerequisites.
 8. Victoria Independent School District will provide regular operating funds to the School in the same manner as other Victoria public schools. Victoria Independent School District will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
 9. Victoria Independent School District will support the School’s administrator in identifying qualified staff to teach in the School.
 10. Victoria Independent School District will work with the other Parties to provide appropriate and relevant ongoing professional development for the School’s administrator and staff. Victoria Independent School District will share best practices from other Victoria public schools that

effectively serve a wide range of high school students in achieving college and career readiness. Professional development may include, but is not limited to

- i A mentoring and induction program for newly hired staff, providing them with the instructional and interpersonal skills and capacities needed for success in an advanced academic setting.
 - ii An externship program to expose teachers, counselors, and/or administrators to content in careers in the pathways identified by the health science field.
 - iii Opportunities for teachers and professors from Victoria College to collaborate, plan and engage in relevant professional development
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11. Victoria Independent School District will work with the School's staff and the other Parties to provide layered academic support to the students by personalizing the learning environment in the following ways:

- i Developing individualized, college and career focused student plans with specific graduation plan for ongoing academic support.
- ii Providing academic support for intervention, remediation, and acceleration.
- iii Providing tutoring and/or Saturday school for identified students in need of academic supports.
- iv Providing students with application, financial aid counseling and college/career counseling.
- v Providing advisory and/or college readiness and support time built into the program of study for all students.
- vi Providing bridge programs (an intensive academic preparation program that provides opportunities to strengthen academic skills necessary for high school, college readiness, and career readiness and exploration) and to support student transition from middle school to the School.
- vii Establishing an industry mentorship program available to all students.

12. Informing parents that VC will share access to all student-level data with VISD such as credit hours taken and earned, GPAs, and formative data to assess if students are on track for college readiness.

13. Victoria Independent School District will work with the School's staff and the other Parties to provide layered social and emotional support to the students as needed, such as
 - i Connections to social services.
 - ii Parent outreach and involvement opportunities.
 - iii A structured program of community service to promote community involvement.
 - iv Skill building instruction for students, such as time management, study skills, collaboration and interpersonal relationship skills.

D. Victoria Independent School District (VISD) Department of Innovation Responsibilities:

1. The VISD Department of Innovation will be committed to the full implementation of the Overall School Model as outlined in Section I.
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2. The VISD Department of Innovation will work with the School's staff and the other Parties to develop a coherent scope & sequence of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. The VISD Department of Innovation will share information from other P-TECH schools' Scope & Sequence plan documents to help inform the School's program.
 3. The VISD Department of Innovation will provide technical assistance to the School in the following areas: identifying qualified staff, developing curriculum, engaging community members, and implementing student support services.
 4. The VISD Department of Innovation will assist in identifying appropriate and relevant professional development for the School's administrator and staff. The VISD Department of Innovation will share best practices from other P-TECH schools.
 5. The VISD Department of Innovation will maintain a database of college course enrollments and outcomes for the School. The VISD Department of Innovation will report on the progress and outcomes of the School on a regular basis.
 6. The VISD Department of Innovation will maintain student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students.

IV. TERM AND TERMINATION

- A. The *Term* shall begin as of March 1, 2020 and end on July 31, 2024. This Agreement may be renewed by written agreement of the Parties.

- B. Termination:
 1. This Agreement may be terminated by either Victoria Independent School District or Victoria College upon not less than ninety (90) days' prior written notice to Citizens Medical Center and DeTar Healthcare System.

 2. Citizens Medical Center and DeTar Healthcare System may terminate its participation in this ~~Agreement upon not less than six (6) months' prior written notice to Victoria Independent School District and Victoria College.~~

 3. In the event of a material breach of this Agreement by Citizens Medical Center and DeTar Healthcare System, Victoria Independent School District and Victoria College may jointly provide Citizens Medical Center and DeTar Healthcare System written notice of such breach; Citizens Medical Center and DeTar Healthcare System shall have a period of thirty (30) days to cure the breach. If Citizens Medical Center and DeTar Healthcare System fail to cure the breach within the cure period, Victoria Independent School District and Victoria College may jointly terminate Citizens Medical Center and DeTar Healthcare System's participation in this Agreement upon not less than thirty (30) days' prior written notice to Citizens Medical Center and DeTar Healthcare System.

v. MISCELLANEOUS

- A. **Security** - Non-Victoria Independent School District instructors and other personnel from Victoria College, Citizens Medical Center, and DeTar Healthcare System must provide a valid state identification card if they regularly are at the School. In the event of an accident or incident involving a P-TECH high school student on a college campus or a business partner site location. Victoria College, Citizens Medical Center, or DeTar Healthcare System officials will immediately notify the Administrator of the School. Victoria Independent School District and the other Parties' officials will cooperate in any investigation in connection with said incident or accident.
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- B. **Non-Discrimination** - The Parties shall comply in every respect with all applicable provisions of all federal, state and local statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, handicap, disability, national origin or sexual orientation, genetic predisposition, or carrier status. Each Party shall promptly notify the other Parties of any complaint of discrimination made to it by any person in connection with the subject matter of this Agreement.
- C. **Student Records** - All information about students obtained from any of the Parties shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g) ("FERPA").
- D. **Independent Contractors** - The Parties intend to create an independent contractor relationship. No provision of this Agreement, nor any action taken by or arrangement entered into between or among the Parties in accordance with the provisions hereof, shall be construed as or deemed to make any Party the partner, joint venture, administrator, agent or employee of another Party. No director, trustee, officer, partner, employee, agent, affiliate or contractor of any Party shall be deemed to be an employee, agent or contractor of another Party. No Party shall have any right, power, or authority, express or implied, to bind another Party to any individual or organization that is not a Party to this Agreement.
- E. **Expenses** - Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the activities contemplated herein.

- f. **Assignment** - The provisions of this Agreement shall bind and inure to the successors and assigns of the respective Parties. No Party may assign its rights or obligations here in without the prior written consent of the other Parties.
 - g. **No Third Party Beneficiaries** - This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
 - h. **Notices** - All notices to any Party required or desired to be given hereunder shall be in writing and shall be sent by hand delivery or overnight courier to the address set forth below or such other address as such Party may hereafter specify for that purpose by notice to the other Parties.
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- Any notice shall be deemed to have been given on the date of its actual receipt.

VI. SIGNATORY CLAUSE

The individuals executing this Memorandum of understanding (MOU) on behalf of Victoria Independent School District, Victoria College, Citizens Medical Center, and DeTar Healthcare System acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

VII. EXECUTED in duplicate original counterparts effective upon the date indicated above.

Citizens Medical Center

Mike Olson

Chief Executive Officer

Signature

Date

DeTar Healthcare System

Gary Malaer

Chief Executive Officer

Signature

Date

Victoria College

Dr. David Hinds

President



Signature

2/24/2020

Date

Victoria Independent School District

Dr. Quintin Shepherd

Superintendent of Schools

Signature

Date

