



**2019-2021 P-TECH and ICIA Success Grant Program**  
**COMPETITIVE GRANT Application Due 5:00 p.m. CT, Tuesday, April 9, 2019**

Texas Education Agency

NOGA ID

Authorizing legislation

**GAA, Article III, Rider 67 & 49, 85th TX Leg, and TEC 29.551-29.556 & 29.908**

Applicants must submit one original copy of the application and two copies of the application (for a **total of three copies of the application**). All three copies of the application **MUST** bear the signature of a person authorized to bind the applicant to a contractual agreement. **Applications cannot be emailed.** Applications must be received no later than the above-listed application due date and time at:

Document Control Center, Grants Administration Division, Texas Education Agency

1701 N. Congress Avenue, Austin, TX 78701-1494

Grant period from

**June 1, 2019 - June 15, 2021**

Application stamp-in date and time

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**Required Attachments**

**Four (4) attachments are required to be submitted with this application:**

- 1. A completed "Crosswalk" template.**
- 2. A completed "Work-Based Education Matrix" template.**
- 3. A signed and dated MOU with an IHE partner - 3 pages max.**
- 4. A signed and dated MOU with a business/industry partner - 3 pages max.**

**Amendment Number**

Amendment number (For amendments only; enter N/A when completing this form to apply for grant funds):

**Applicant Information**

Organization **San Saba Independent School District** CDN **206-901** Vendor ID **74-6002257** ESC **15** DUNS **045601713**  
Address **808 W. Wallace** City **San Saba** ZIP **76877** Phone **325-372-3771**  
Primary Contact **Brenda Martinez** Email **bmartinez@san-saba.net** Phone **325-372-3771**  
Secondary Contact **Wayne Kelly** Email **wkelly@san-saba.net** Phone **325-372-3771**

**Certification and Incorporation**

I understand that this application constitutes an offer and, if accepted by TEA or renegotiated to acceptance, will form a binding agreement. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I certify that any ensuing program and activity will be conducted in accordance and compliance with all applicable federal and state laws and regulations.

I further certify my acceptance of the requirements conveyed in the following portions of the grant application, as applicable, and that these documents are incorporated by reference as part of the grant application and Notice of Grant Award (NOGA):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Grant application, guidelines, and instructions | <input checked="" type="checkbox"/> Debarment and Suspension Certification      |
| <input checked="" type="checkbox"/> General Provisions and Assurances               | <input checked="" type="checkbox"/> Lobbying Certification                      |
| <input checked="" type="checkbox"/> Application-specific Provisions and Assurances  | <input checked="" type="checkbox"/> ESSA Provisions and Assurances requirements |

Authorized Official Name **Wayne Kelly**

Title **Superintendent**

Email **wkelly@san-saba.net**

Phone **325-372-3771**

Signature

Date

Grant Writer Name **Peggy York**

Signature

Date

☐ Grant writer is an employee of the applicant organization.

☒ Grant writer is not an employee of the applicant organization.

RFA # **701-19-108** SAS # **272-19**

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**Shared Services Arrangements**

SSAs are not permitted for this grant.

**Identify/Address Needs**

List up to three quantifiable needs, as identified in your needs assessment, that these program funds will address. Describe your plan for addressing each need.

Quantifiable Need	Plan for Addressing Need
59.2% of students are economically disadvantaged, 52.8% are Hispanic, 37.2% are at-risk and only 20% enter post-secondary education. These students are in need of academic and social supports as part of a seamless transition to college or the healthcare field.	Offer individualized instruction, intensive tutoring for credit recovery and acceleration, dual-credit courses, coherent sequence of healthcare courses, academic mentoring, and preparation for certification exams. Students receive social and emotional supports such as counseling, guidance, advisory, parent outreach, connections to social services when needed, and peer mentoring.
Scale-up the work-based experiences, in high-demand health occupations, to include students in grades 9-12.	9th - career awareness, mentoring, tours, guest speakers and career fairs; 10th - field trips, interactions and dialogue with healthcare providers; 11th - job shadowings, specialized healthcare education and training; and 12th - work study program, internship, clinical observations, and employment.
According to the regional workforce commission, Workforce Solutions of Central Texas, skilled healthcare workers are in high demand. The need for healthcare professionals far outweighs the availability.	Implement an open enrollment program so students can combine high school, post-secondary courses and work-based learning to increase the number of Medical Office Specialists, Certified Nurse Aides, or Licensed Vocational Nurses employed at local medical clinics, nursing home, home health and hospice care.

**SMART Goal**

Describe the summative SMART goal you have identified for this program (a goal that is Specific, Measurable, Achievable, Relevant, and Timely), either related to student outcome or consistent with the purpose of the grant.

Our SMART goals are centered around the following:

Professional Practice -- 75% passing rate on the certification exams.

Healthcare Leadership -- Students will obtain a minimum of 2 industry certifications and acquire employability skills via documentation of soft skill development.

Global Service -- The San Saba ICIA Program will provide a collaborate learning experience by working with industry healthcare partners, with research projects, and cohort members in community service work within work-based learning.

**Measurable Progress**

Identify the benchmarks that you will use at the end of the first three grant quarters to measure progress toward meeting the process and implementation goals defined for the grant.

First-Quarter Benchmark

Benchmark: Student participation in the Medical Office Specialist or Certified Nurse Assistant course of study.

Measurable Progress: 47 students are expected to participate in one of the two courses of study by the end of the first-quarter. The participation by grade is as follows:

9th grade -- 15 students

10th grade -- 10 students

11th grade -- 12 students

12th grade -- 10 students

**Measurable Progress (Cont.)****Second-Quarter Benchmark**

Benchmark: Number of academic and social supports each student is receiving.

Measurable Progress: 75% of the participating students will receive at least one academic or social support by the end of the second-quarter.

**Third-Quarter Benchmark**

Benchmark: Academic performance on assessment tests, coursework, work-based learning and certification exams.

Measurable Progress:

80% of students pass the TSI assessment;

80% of students pass their healthcare course of study coursework;

100% of students participate in work-based learning at every grade level;

80% of students participate in one college-level course; and

75% of students pass the Medical Office Specialist or Certified Nurse Assistant certification exam.

**Project Evaluation and Modification**

Describe how you will use project evaluation data to determine when and how to modify your program. If your benchmarks or summative SMART goal do not show progress, describe how you will use evaluation data to modify your program for sustainability.

San Saba ISD will continually engages the Leadership Team in an ongoing and comprehensive needs assessment process. The process involves meeting on a regular basis to review student data for grades 9-12. Data includes:

1) Surveys, interviews, and questionnaires

2) Classroom observations

3) Information on the number of program activities conducted

4) Number of students served

5) Benchmark data, STAAR scores, number of students taking TSI and college entrance exams, high school and credit accruals, high school and college course completion rates, graduation rates, completed certifications and degrees and job placement.

The Leadership Team will also breakout this data for subgroups of students such as those who are identified as at-risk, first generation college students, limited English Proficient, economically disadvantaged, have failed a state assessment, or with a disability. By comparing data of subgroups of students allows San Saba to 1) identify and pinpoint needs, gaps, barriers and weaknesses that exist; 2) identify which grade levels, and student populations are most in need of additional academic and social services and supports; 3) identify all resources and assets that can be used to address these needs; and 4) ensure all academic and social resources are being identified and used efficiently, effectively, and are having an impact on students. SSISD firmly believes what works one year may not work the next and will use the evaluation data to modify the San Saba ICIA Program is progress is not made. They expect programs offered to change and evolve in response to the students' needs based upon data collected. Finally, they will monitor progress and ensure all changes are being implemented on-time, within budget, with efficacy and according to fidelity.

**Statutory/Program Assurances**

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances. Check each of the following boxes to indicate acceptance.

- ☒ The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- ☒ The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- ☒ The applicant provides assurance to adhere to all Statutory Requirements and TEA Program Requirements as noted in the 2019-2021 P-TECH and ICIA Success Grant Program Guidelines.
- ☒ The applicant provides assurance to adhere to all Performance Measures as noted in the 2019-2021 P-TECH/ICIA Success Grant Program Guidelines and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- ☒ P-TECH and ICIA schools will provide participating students with flexibility in class scheduling and academic monitoring.
- ☒ The P-TECH/ICIA school will be open enrollment. Enrollment decisions will not be based on state assessment scores, discipline, history, teacher recommendations, minimum grade point average (GPA) or any other criteria that create barriers for student enrollment.
- P-TECH and ICIA schools will allow participating students to complete high school and, on or before the sixth anniversary of the date of the student's first day of high school: receive a high school diploma, an associate degree, a two-year postsecondary certificate, or industry certification; and complete work-based education through an internship, apprenticeship, or other job training program.
- ☒ P-TECH and ICIA programs will be provided at no cost to participating students.
- ☒ LEA will submit an action plan based on blueprint initial self-assessment and needs assessment.
- LEA will submit confirmation of a) the campus/program as a designated Texas Success Initiative (TSI) assessment site and, b) timeline
- ☒ for testing students to ensure that passing rates meet outcome based measures on the P-TECH and ICIA Blueprint.

**Statutory Requirements**

1. P-TECH and ICIA schools must establish recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Describe the recruitment and enrollment plan. Include a general timeline and describe the specific activities planned to serve the target population.

The 2019-20 San Saba ICIA Program will be an OPEN ENROLLMENT Program with clearly documented recruitment and enrollment policies and practices. The foundation of the program is to offer 1) flexible scheduling and 2) recruit students who are at-risk, first generation college students, limited English Proficient, economically disadvantaged, have failed a state assessment, or with a disability. Furthermore, San Saba ISD assures enrollment in the ICIA program will NOT be based on criteria such as state assessment scores, discipline, history, teacher recommendations, or minimum grade point averages. San Saba ISD recognizes recruitment is the first important step in engaging students and their families to participate in the ICIA program. The Leadership Team will use highly-effective open enrollment recruitment tools to communicate with students, teachers, parents and the community including:

Summer 2019 -- Conduct Parent Information Sessions about the ICIA grant program in the evening to inform the high school students and their parents of the ICIA program purpose, objectives and services.

Summer 2019 -- Create an ICIA Grant link on the San Saba High School website and Facebook page with the same information that was presented to the students and their parents.

Summer & Fall 2019 -- Create flyers and brochures to be printed in the San Saba County newspaper, San Saba High School bulletin with information about the purpose, objectives and services that are available through the ICIA program.

August 2019 -- Mail students and their parents Information Packets regarding the ICIA Program purpose, objectives and services.

September 2019 -- Present the ICIA grant program to high school students during the school day and inform them of the purpose, objectives and services of the ICIA program. It's important to note ALL recruitment materials will be in Spanish and English with descriptions about the types of services provided throughout the ICIA grant.

**Statutory Requirements (Cont.)**

2. P-TECH and ICIA schools must provide for a program/course of study that enables a participating student in grade levels 9 -12 to combine high school courses and postsecondary courses. Describe the course of study that the school is planning to offer and how it expands upon current offerings. Include how the course of study will enable a student to combine high school courses and postsecondary courses and identify crosswalks, sequence of courses, degrees/certificates/certifications earned, and work-based education that will be available to students at every grade level. Describe how the selected course of study will address regional workforce needs.

San Saba High School will offer two courses of study: 1) Medical Office Specialist and 2) Certified Nurse Assistant to Licensed Vocational Nurse path via Associates of Applied Science. Both courses of study expand current offerings. Since 1996 San Saba ISD has offered dual-credit courses centered around core English, math, history and political science courses. However, in an effort to address the student and local healthcare industry needs, San Saba ISD will scale-up and expand the dual-credit offerings to include a course model that includes a coherent scope and sequence of healthcare related classes. Both the Medical Office Specialist and Certified Nurse Assistant dual-credit healthcare offerings will be combined with regular high school courses and work-based education. Medical Terminology, Biology, Anatomy and Physiology, Community Based Nursing, Clinical Nursing, IT for Health Professionals, Coding, Health Information Systems are just a few of the healthcare courses to be offered. In addition to high school and postsecondary courses, students at every grade level will participate in the following work-based education opportunities:

9th graders -- career awareness, employer expectations, mentoring, workplace tours, guest speakers, and career fairs.

10th graders -- focused field trips, interactions and dialogue with healthcare providers and view healthcare delivery simulations.

11th graders -- job shadowings, specialized education and training for the different types of healthcare jobs.

12th graders -- daily work study program, internships, apprenticeships, summer employment and clinical observation

The rigorous academic and work-based programs will provide students with a clear pathway to skilled nursing employment opportunities while also responding to local healthcare workforce needs.

3. P-TECH and ICIA schools must enter into an articulation agreement with IHEs that are accredited by a national or regional accrediting agency recognized by the Texas Higher Education Coordinating Board (THECB) in accordance with Texas Administrative Code (TAC) §74.25. The articulation agreement must provide a participating student access to postsecondary educational and training opportunities at an IHE and must address all the following items: curriculum alignment, instructional materials, instructional calendar, programs/courses of study, student enrollment and attendance, grading periods and policies and administration of statewide assessments. Name the IHE and describe how the proposed program will meet the requirements for the partnership with the IHE.

San Saba ISD currently has a partnership with Texas State Technical College (TSTC). SSISD will use TSTC's vetted curriculum for instruction with support from our adjunct faculty lead pathway teacher. All instructional materials are paid for by San Saba ISD. An instructional calendar is available on our ICIA website and will be kept up-to-date throughout the school year. TSTC has a strong nursing program that prepared students with the knowledge, skills and hands-on training to work in a variety of settings including hospitals, physicians' offices, home healthcare services and nursing care facilities. With experienced faculty, state of the art equipment and a simulation hospital, students are exposed to many avenues of learning. TSTC serves on the Leadership Team and has entered into an Articulation Agreement and Memorandum of Understanding to outline how participating San Saba High School students will access postsecondary educational and training opportunities through TSTC. The agreement will address the following:

- Curriculum alignment
- Instructional materials
- Instructional calendar
- Programs/courses of study
- Student enrollment and attendance
- Grading periods and policies; and
- Administration of statewide assessments

It's important to note the Articulation Agreement/Memorandum of Understanding will be reviewed every 2 years. Included in the Attachments is the agreement between San Saba ISD and TSTC.

**Statutory Requirements (Cont.)**

4. P-TECH and ICIA schools must enter into a MOU with regional industry or business partners in Texas and must meet the following guidelines: provide 100% of participating students access to appropriate work-based education at every grade level, address regional workforce needs, the industry/business partner will give to a student who receives work-based training or education from the partner with a P-TECH and ICIA first priority in interviewing for any jobs for which the student is qualified that are available on the student's completion of the program and be reviewed at least every two years and updated as necessary. Name the regional industry or business partner and describe how the proposed program will meet the requirements for the partnership with the industry/business partner.

San Saba has entered into a MOU/Articulation Agreement with a high-quality local healthcare provider, Baylor Scott & White to serve on the Leadership Team and provide 100% of participating students access to appropriate work-based education and give ICIA students first priority in interviewing for jobs. Baylor Scott & Whites has agreed to provide students with the following work-based education and experiences based upon their grade level:

9th graders - activities will promote awareness of careers, workplace norms and employer expectations such as mentoring, workplace tours, guest speakers, career fairs and project days.

10th graders - will gain a deeper understanding of the healthcare field through focused field trips, interactions and dialogue with healthcare providers and view healthcare delivery simulations.

11th graders -- will focus on career exploration through job shadowings and gain a better understanding of the required education and training for the different types of healthcare jobs.

12th graders -- will focus on career preparation and focus on participating in a daily work study program, internships and clinical observation experiences.

All of these work-based education and experiences will give San Saba ICIA students a competitive edge when seeking employment. It's important to mention the MOU and Agreements with the Baylor Scott and White will be reviewed at least every two years and updated as necessary.

Included in the Attachments is the agreement between San Saba ISD and Baylor Scott and White.

**TEA Program Requirements**

1. Grantee must establish a Leadership Team. Describe the current Leadership Team. Include a list of the individuals and their titles, along with how often the Leadership Team will meet, the dates of meetings that have already been held, any upcoming meetings and agenda topics.

The San Saba ISD Leadership Team provides overall leadership, communication, goal setting and decision making for the San Saba ICIA program. The committee structure of the Leadership Design Team is as follows:

Brenda Martinez -- San Saba ISD Assistant Superintendent

Leanne Johnson -- San Saba High School Counselor

Angela Tinney, San Saba High School Health Industry Pathway Teacher

Dr. Scott Snyder -- San Saba High School Principal

Wayne Kelly -- San Saba ISD Superintendent

Michael Bohensky -- Executive Leadership Specialist, Region 15 Education Service Center

Joel Bachman -- Physician's Assistant, Baylor Scott & White

Charles Ayers -- Director of Industry Education Partnership, Workforce Solutions of Central Texas

Martha Lee Whitten -- Business Owner and Community Member

Paula Judkins -- Administrator, Llano Rehabilitation and Nursing Center

Heather Wessner -- Pharmacist, Everetts's Pharmacy

Marina Wilcox -- Vice-President of Dual Enrollment, Texas State Technical College

The Leadership Team meets monthly and has already met on these dates: September, October, November and December 2018. January, February and March 2019. Meetings will continue each month and will center around ensuring students have an opportunity to collaborate in work-based learning experiences in order to gain knowledge and skills needed to graduate with employable skills in the healthcare industry and obtain healthcare certifications.

2. Grantee must develop wrap-around strategies and services involving multiple stakeholders (parents, teachers, counselors, community members, etc.) to strengthen both the academic and social/emotional skills and support necessary for high school and college readiness, as well as provide academic and social/emotional support for students to be successful in rigorous academic and work-based educational experiences. Describe the current wrap-around strategies and services the school is offering, as well as the additional strategies and services that are planned to support P-TECH.

San Saba ISD and the Leadership Team has developed comprehensive wrap-around strategies to strengthen both academic and social/emotional skills for ICIA participants with the assistance of the high school counselor, and health industry pathway teacher. The academic supports include: individualized instruction, intensive tutoring for credit recovery and acceleration, dual-credit courses, coherent sequence of healthcare courses, early warning system to identify students who are failing, academic mentoring, prepare for TSI and college entrance exams, learn new study skills and effective time management and have high school to college transitional experiences. The high school counselor will meet with students on a tri-weekly or on-demand basis to support students. Our lead health industry pathway teacher will interact with students on a daily basis. The TSTC advisors will also be available to support students in a seamless transition to participate in college courses as well as provide necessary interventions for support.

The social and emotional support offered to ICIA participants will be based upon their specific needs. Typical services and supports provided by the counselor and classroom teachers include counseling, guidance, advisory, parent outreach, connections to social services when needed, peer mentoring and assistance with completing financial aid. Classroom teachers will also support students and communicate with the counselor with any concerns that arise. A program guide book will be provided to each student/family that participates in the pathway. These strategies and services are necessary in order to provide rigorous academic and comprehensive social/emotional support so students will be successful in both academic and work-based educational experiences. These strategies and services will also serve as a "safety net" by helping large numbers of ICIA participants who are at-risk, first generation college students, limited English Proficient, economically disadvantaged, have failed a state assessment, or with a disability be successful as they go down a pathway of academic, post secondary and work-based experiences to overcome a generation cycle of poverty and low education attainment levels that exists within their family.

**Request for Grant Funds**

List all of the allowable grant-related activities for which you are requesting grant funds. Include the amounts budgeted for each activity. Group similar activities and costs together under the appropriate heading. During negotiation, you will be required to budget your planned expenditures on a separate attachment provided by TEA.

**PAYROLL COSTS - 6100 (include direct program and direct admin costs)****BUDGET**

Career Counselor Stipend	5,000
Project Director Stipend	8,000
Pathway Teacher Salary	48,000
Extra Duty Pay for Teachers	1,000

**PROFESSIONAL AND CONTRACTED SERVICES - 6200 (include direct program and direct admin costs)**

Healthcare Contracted Services	10,000
Advisory Council	1,000

**SUPPLIES AND MATERIALS - 6300 (include direct program and direct admin costs)**

Medical supplies and materials, consumable supplies, curriculum, food/beverage/snacks	98,500
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**OTHER OPERATING COSTS - 6400 (include direct program and direct admin costs)**

Professional Development, Teacher Credentialing	3,000
Travel (in-state)	3,000
Field Trips	2,500

**CAPITAL OUTLAY - 6500 (include direct program and direct admin costs)**

Medical Equipment	20,000
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Total Direct Costs 200,000

Indirect Costs 0

TOTAL BUDGET REQUEST (Direct Program Costs + Direct Admin Costs + Indirect Costs) 200,000

REQUIRED MATCH AMOUNT (total budget request x 20%) 40,000

# ATTACHMENT #1: 2019-2021 P-TECH AND ICIA SUCCESS GRANT PROGRAM

## Crosswalk Template

You may delete or expand rows but do not exceed one page

CDN: 206-901

Program of Study	IHE Partner	Program Offered in 2018-2019? (Y/N)	Expected Program Student Outcomes
Healthcare	Texas State Technical College	No	Students graduate from high school with knowledge, skills and certifications to enter the healthcare workforce

Year / Grade Level	High School Course			Post-Secondary Course		
	PEIMS Course/Code #	High School Course Name	High School Credits	Texas Common Course Numbering System Number	College Course Name	College Credit Hours
Year 0 / Grade 8		Speech	0	TSTC 1101/SOLO	College Success/Student Online Learning Orientation	1
Total Year 0 High School Credits			0	Total Year 0 College Credit Hours		
Year 1 / Grade 9	ENG 1/ 03220100	English 1	1	HITT 1305	Medical Terminology	3
Year 1 / Grade 9	ALG 1/ 03100507	Algebra 1	1	HITT 1204	IT for Health Professions (MOS)	2
Year 1 / Grade 9	SPAN 1/03440100	Spanish 1	1	HITT 1301	Health Data Content /Structure (MOS)	3
Year 1 / Grade 9	BIO/03010200	Biology	1			
Year 1 / Grade 9	PRINHLSC/13020200	Principals of Health	1			
Year 1 / Grade 9	MEDTERM/ 13020300	Medical Terminology	0.5			
Year 1 / Grade 9	Elective	Elective	1			
Year 1 / Grade 9	Elective	Elective	1			
Total Year 1 High School Credits			7	Total Year 1 College Credit Hours		
Year 2/ Grade 10	ENG 2/ 03220200	English 2	1	BIOL 1406	Biology	4
Year 2/ Grade 10	ALG 2/ 03100600	Algebra 2	1	BIOL 1407	Biology	4
Year 2/ Grade 10	SPAN 2/03440200	Spanish 2	1	HITT 1305	Medical Terminology (MOS)	3
Year 2/ Grade 10	US HIST/ 03340100	US History	1	MDCA 1302	Human Disease/ Pathophysiology (MOS)	3
Year 2/ Grade 10	Elective	Elective	1			
Year 2/ Grade 10	Elective	Elective	1			
Year 2/ Grade 10	ALGREAS./03102540	Algebraic Reasoning (MOS)	1			
Year 2/ Grade 10	CHEM/03040000	Chemistry (MOS)	1			
Total Year 2 High School Credits			6	Total Year 2 College Credit Hours		
Year 3/Grade 11	ENG 3/03220300	English 3	1	MATH 1314	College Algebra	3
Year 3/Grade 11	BUSIM1/13011400	Business Information Management	1	BIOL 2401	Anatomy and Physiology	4
Year 3/Grade 11	W HIST/03340400	World History	1	RNSG 1210	Intro to Community-Based Nursing	2
Year 3/Grade 11	Elective	Elective	1	VNSG 1301	Pharmacology	3
Year 3/Grade 11	Art/ 03500100	Art 1 (MOS)	1	MATH 1342	Statistics	3
Year 3/Grade 11	GEOM/03100700	Geometry (MOS)	1	BIOL 2402	Anatomy and Physiology	4
Year 3/Grade 11				RNSG 1261	Clinical Nursing	2
Year 3/Grade 11				HITT 1253	Legal and Ethical Aspects of Health Information (MOS)	2
Year 3/Grade 11				HITT 1341	Coding and Classification Systems (MOS)	3
Year 3/Grade 11				HITT 1342	Ambulatory Coding (MOS)	3
Total Year 3 High School Credits			4	Total Year 3 College Credit Hours		
Year 4/Grade 12	ENG 4/ 03220400	English 4	1	ENGL 1301	English	3
Year 4/Grade 12	GOVT/03330100	Government	0.5	BIOL 2420	Microbiology	4
Year 4/Grade 12	ECO/03310300	Economics	0.5	RNSG 1227	Transition to Professional	2
Year 4/Grade 12	GEOM/03100700	Geometry	1	RNSG 1301	Health Assessment Across the Lifespan	3
Year 4/Grade 12	Elective	Elective	1	RNSG 2162	Clinical Nursing	1
Year 4/Grade 12	Elective	Elective	1		Students must have a fine arts course but have many options.	3
Year 4/Grade 12	ALG 2/03100600	Algebra 2 (MOS)	1	HITT 1311	Health Information Systems (MOS)	3
				HITT 2335	Coding and Reimbursement Methodologist (MOS)	3
				HITT 2366	Practicum (MOS)	3
Total Year 4 High School Credits			5	Total Year 4 College Credit Hours		
Optional Year 5						
Optional Year 6						
Total Years 5 & 6 High School Credits				Total Years 5 & 6 College Credit Hours		
Total High School Credits			22	Total College Credit Hours		
Certification (s) to be earned by high school graduation:			Certified Nurse Assistant; Medical Office Specialist (MOS)			
Degree (s) to be earned by high school graduation:			Associates of Applied Science – Licensed Vocational Nurse			

# ATTACHMENT #2: 2019-2021 P-TECH AND ICIA SUCCESS GRANT PROGRAM WORK-BASED EDUCATION MATRIX TEMPLATE

Work-based education is an educational strategy that provides students with real-life work experiences where they can apply academic and technical skills and develop employability skills. Work-based education experiences for the P-TECH program should be provided at every grade level and should be appropriate in scope for the age of the student. Examples of work-based learning experiences are: job shadowing, cooperative education, career mentoring, internships, apprenticeships and can be paid or unpaid.

Please complete the chart below with at least 3 examples of work-based learning that your program provides to students at each grade level.

You may delete or expand rows but do not exceed one page

Year / Grade Level	Work-based Education Example # 1			Work-based Education Example # 2			Work-based Education Example # 3		
	Work-based Education Example #1	Type of Activity	Business Partner	Work-based Education Example #2	Type of Activity	Business Partner	Work-based Education Example #3	Type of Activity	Business Partner
Year 1 / Grade 9	Healthcare Workplace tours	Tour pharmacy, health care clinics, nursing homes	Everett Pharmacy, Baylor Scott and White, and Llano Rehabilitation and Nursing Center	Healthcare Guest Speakers	Guest speaker presentations from pharmacy, health care clinics, hospitals, nursing homes	Everett Pharmacy, Baylor Scott and White, and Llano Rehabilitation and Nursing Center	Healthcare Career Fairs	Attend healthcare fairs in urban areas	Texas State Technical College – Waco, Texas
Year 2/ Grade 10	Healthcare Field Trips	Field trip to hospitals	Baylor Scott and White	Meetings with healthcare providers	Face-to-face meetings with Human Resource Officers from health care clinics, hospital and nursing homes	Everett Pharmacy, Baylor Scott and White, and Llano Rehabilitation and Nursing Center	View healthcare delivery simulations	Use of manikins to teach and train and demonstrate real-life situations	Texas State Technical College – Waco, Texas
Year 3/Grade 11	Job Shadow	Job shadow at the pharmacy, health care clinic and nursing home	Everett Pharmacy, Baylor Scott and White, and Llano Rehabilitation and Nursing Center	Career Mentoring	Employees from pharmacy, health care clinic and nursing home mentor San Saba ISD students	Everett Pharmacy, Baylor Scott and White, and Llano Rehabilitation and Nursing Center	Cooperative Education	Students participate in dual-credit college courses	Texas State Technical College – Waco, Texas
Year 4/Grade 12	Work study Program	Work study program at the pharmacy, health care clinic and nursing home	Everett Pharmacy, Baylor Scott and White, and Llano Rehabilitation and Nursing Center	Internships	Students summer intern at pharmacy, hospital, health care clinic or nursing home	Baylor Scott and White	Clinical Observation Experiences	Students participate in clinical observations at health care clinics and nursing homes	Baylor Scott and White, and Llano Rehabilitation and Nursing Center
Optional Year 5									
Optional Year 6									

CDN: 206-901

**Texas State Technical College  
Memorandum of Understanding  
Dual Enrollment**

**Texas State Technical College**, an institution of higher education and an agency of the State of Texas (which may hereinafter be referred to as the "COLLEGE") and **[ISD, TEXAS HOME SCHOOL or PRIVATE/CHARTER SCHOOL ENTITY]** and listed schools (which may hereinafter be referred to as the "HIGH SCHOOL PARTNER"). College and High School Partner may individually be referred to as a "Party" or collectively as "Parties" to this Memorandum of Understanding (which may hereinafter be referred to as "MOU").

High School Name	High School CEEB Code	Instructional Site	Physical Address (where instruction occurs)
San Saba High School	446335	Online	

These above entities enter into the following Memorandum of Understanding (MOU) for the terms of which WITNESS THE FOLLOWING (TAC Title: 19 Chapter 4, Subchapter D, Rule § 4.84 Section (a)):

**OVERVIEW**

The College is committed to serving the students and communities of Texas through collaborative work with High School Partners. A major initiative promoting technical education and careers is the **Texas State Technical College Dual Enrollment Program**, which includes the provision of the Dual Credit state program to qualified students; therefore,

**MOU PURPOSE**

In order to prepare students for educational and career success, the purpose and mission of the College is to provide a comprehensive, structured approach (at a four-course minimum) leading to a

postsecondary award (Level One Certificate, Level Two Certificate, or Associate of Applied Science Degree) at Texas State Technical College. This design allows students the opportunity to obtain developmentally appropriate CTE (Career Technical Education) courses with multiple entrance and exit points, or potentially preparing them to test for Industry-Based Certifications. The High School Partner agrees to drive TSTC Dual Enrollment students to complete their postsecondary program at the College campus after high school graduation, thereby promoting a seamless transition for dual enrollment participants to earn a college award in a high-demand, high-wage field of study.

### **KEY COMPONENTS OF CONTRACT**

Upon activation of this contract, the **College** agrees to:

1. Provide the High School Partner with opportunities to further their students' knowledge of high school graduation requirements, post-secondary terms, admission requirements, offerings, financial aid processes, etc. in an effort to help establish college readiness through a four-year, content-based curriculum, series of presentations called **College Prep Academy**. The incorporation of this college prep program serves not only to support the well-rounded education of high school students, parents and educators, but **primarily** the goal is to increase TSTC dual credit enrollment, streamline the College's matriculation efforts, and increase the overall number of TSTC student enrollment.
2. In addition, the College will provide the High School Partner with unlimited access to TSTC recruitment presentations, consultations and informational meetings for all students at partnering high school locations, throughout the school year, for the purpose of matriculation into the College.

Upon activation of this contract, the **High School Partner** agrees to:

1. Allow the College to present the aforementioned **College Prep Academy** to their student body (grades 9-12) throughout the academic year on a scheduled, regular basis (fall and spring) for class.
2. Hold a standing invitation to College for all college and career related events.
3. Welcome TSTC representation to a minimum of two PTA or school board meetings per academic year for presentation and college question consultation.
4. A minimum of two presentations (one per semester) to all district juniors and seniors, hosted by the College's recruitment team, at high school location.

### **ACADEMIC POLICIES & PROCEDURES**

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses. Academic policies can be found in the TSTC Statewide Operating Standards

(SOS) and TSTC Catalog and Student Handbook which are published and available on the College website at www.tstc.edu.

## **METHOD OF DELIVERY & LOCATION OF CLASS**

Courses may be delivered utilizing the method mutually determined by the College and the High School Partner:

(1) delivered at the High School Partner's campus utilizing a certified high school teacher credentialed and employed as a College Dual Enrollment Adjunct Instructor meeting the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria; (2) delivered at the High School Partner's campus utilizing a College Instructor; (3) delivered on the College's campus utilizing College Instructors; (4) delivered online utilizing a College Instructor; (5) delivered online utilizing a College Dual Enrollment Adjunct Instructor; (6) delivered on the College's campus using a High School Partner's certified high school teacher credentialed and employed as a College Dual Enrollment Adjunct Instructor meeting the SACSCOC criteria.

Dual enrollment classes not taught on a College campus or during regular class hours may include but are not limited to:

- Online Learning courses: dual enrollment students participating in classes delivered online by the college are not required to be present on-site to access such instruction. Online classes are accessible at anytime from anywhere a student has a computer and internet access.
- Special technical programs approved to run outside the designated block time
- Courses taught at high school, face-to-face.

## **ELIGIBLE COURSES**

Courses offered by the College are developed based on the guidelines published in the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual credit by the applicable instructional department and College Dual Enrollment Office. Remedial or continuing education courses will not be offered for dual credit. The College technical dual enrollment pathway courses are designed for students to matriculate to the College upon high school graduation for program completion. The College's courses may also transfer to other institutions.

- a) The number of courses in a dual credit technical program pathway offered at a High School Partner off-site location/campus will be monitored and approved on a term by term basis by the College Dual Enrollment Office. The College must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before implementation, including but not limited to Early College High School and Dual Enrollment programs offered at a high school in compliance with the TSTC SOS GA.1.23 Substantive Change. (**Substantive Change for SACSCOC Accredited Institutions. Policy Statement**).

- High School Partners wishing to add new dual credit technical program pathways to an existing pathway approval form must submit their request in writing to the Dual Enrollment Office no later than May 31, 2019, for Academic Year 2019-2020 implementation.

## **FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION, AND EVALUATION**

The College has established an approval process for selecting and/or approving qualified faculty to teach dual credit courses. Faculty applying to teach in the Dual Enrollment Program must meet the credential requirements as stated in the College's ***Statewide Operating Standard ES.1.11, Faculty Credentials*** (<http://www.tstc.edu/governance/es>), which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a **completed employment application, curriculum vitae (CV) or resume and transcript copies**) to the Human Resources Department.

The College will ensure that College Faculty requested to teach dual credit courses at the High School Partner sites have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Adjunct Instructor member will be supervised by the College's respective Department Chair, or designee, and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance to the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

The College and the High School Partner will work collaboratively and timely share any and all information necessary in the event of an investigation of a personnel matter.

Employment with TSTC is contingent upon the following:

- The College complies with the Immigration Reform and Control Act; all positions are contingent upon proof of eligibility to accept employment in the United States. Documentation of eligibility must be provided within 72 hours.
- Satisfactory evaluation of references and required criminal background checks.
- Satisfactory results of pre-employment medical exam. (Drug screen only)
- Continued employment is contingent on the required approval, the availability of funding, satisfactory performance assessment, and a continued need for the position in the department.
- Employee is held responsible for ensuring that the official transcripts are received by the College no later than your 60th day of employment. Failure to do so will result in termination of employment.

College Dual Enrollment Adjunct instructors will receive stipend pay to be paid out monthly over the

duration of the courses offered and instructed according to course start and end dates. The 2019-2020 stipend guideline:

<b>Dual Enrollment Adjunct Stipend</b>	<b>\$750</b> 1-2 courses	<b>\$1,250</b> 3-4 courses	<b>\$1,500</b> 5+ courses
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**High School Partner & Dual Enrollment Adjunct Instructor Expectations:**

- a) The Dual Enrollment Adjunct Instructors will follow current college procedures to ensure students attending/participating in the course are officially listed on the roster. The Dual Enrollment Adjunct Instructor will report to the designated College faculty member for the program with which it is associated.
- b) Dual Enrollment Adjunct Instructors will submit required reporting documents through Moodle and WebAdvisor (such as, submission of mid-term, final grades and validation of rosters). Faculty will attend an annual training, as required by the College, and submit required credentials (CV and Syllabus) accordingly. *Please note: If annual training is not completed by the Dual Enrollment Adjunct Instructor, the associated pathway will not be offered to the High School Partner.*
- c) The High School Partner will allow release time from high school duties for Dual Enrollment Adjunct Faculty to attend faculty training required by the College.
- d) Each dual enrollment section will be offered based on High School Partner request and will require a minimum of 10 officially enrolled College Dual Enrollment students. Additionally, staffing and facility availability will determine course offering.
- e) In order to ensure instructional needs are met, the High School Partner will notify the College's Dual Enrollment staff of any Dual Enrollment Adjunct Instructor personnel changes sixty (60) days prior to the first day of the dual credit section. Any sections with changes in High School personnel within sixty days of the first day of class may be subject to cancellation.

**FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT**

**Facilities**

The High School Partner will work with the College to ensure that the High School Partner's facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner will ensure that College faculty and dual enrollment students have appropriate access to all available instructional resources and essential technology;
- 2) High School Partner shall permit access to the College's electronic learning resources when the course is taught at the High School Partner; and
- 3) High School Partner offering courses shall meet the laboratory safety standards and have material/equipment that comply with College program requirements.
- 4) High School Partner will ensure the safety and security of the High School facilities where said dual enrollment classes are held on High School leased or owned property.

- 5) The College will ensure the safety and security of the College's facilities where said dual enrollment classes are held on College leased or owned property.

### **Teaching Environment**

The High School Partner is responsible for designating a classroom and lab space conducive to college-level learning, as required for dual credit courses taught face-to-face at the high school.

### **Enrollment**

The High School Partner will designate at least one person responsible for:

- 1) coordinating and tracking submission of all required documents for admissions and registration; and
- 2) submitting of all required documents for admissions and registration through the Office of the Registrar or designee by way of the Texas Records Exchange (TREx) System; and
- 3) adhering to all established College deadlines, policies & procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- 4) coordinating visits to the closest College campus to receive their Student Identification card, training on the TSTC Portal and Student Planning Module (for registration of classes) and tour the facilities no later than June 22, 2019 (*A deadline of August 15, 2019 will apply to any new student transfers*); and
- 5) working in collaboration with the College's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and programming improvements; and
- 6) attending the College's annual Dual Enrollment Process Update; and
- 7) the High School Partner will assign a designated billing contact to work with the College's Student Accounting office; and
- 8) the High School will provide a list of all contact details to the College prior to the first day of class.

## **COURSE CURRICULUM, INSTRUCTION, AND GRADING**

High School Partners that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

### **a) Academic Instructional Calendar**

Dual Credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner.

### **b) Monitoring Instruction**

High School Partners will work with the College so that College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the High School Partner. The College must conduct an adjunct faculty evaluation. The evaluation & training shall include, but not be limited to:

- A coordinated classroom site visit by the College.

- A College end-of-semester course and instructor evaluation completed by students.
- A mandatory yearly instructor orientation/training session for all adjunct instructors.

c) **Books and Supplemental Materials**

The High School Partner will be responsible for obtaining the correct editions of required textbooks and supplies on or before the first day of the college class. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., Skills USA), chaperone expenses, etc., will be the responsibility of the High School Partner. Textbooks, materials, and supplies are available for purchase through the College Bookstore at [http://www.tstc.edu/student\\_life/bookstore](http://www.tstc.edu/student_life/bookstore).

d) **Grading Procedures**

All Dual Adjunct Faculty will follow the College Grading System as stated in the College's **Statewide Operating Standard ES.4.06, Grading System** (<http://www.tstc.edu/governance/es>) as well as the grading criteria in the department-approved syllabus. A student must earn a grade of C or better in a WECM course to pass.

e) **Student Learning Support Services**

All College dual enrollment students and adjunct faculty have access to the College Learning Resource Center, ([http://tstc.edu/student\\_life/learningresource](http://tstc.edu/student_life/learningresource)) and learning support services.

f) **Student Grievances/Complaints**

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students including those enrolled in dual credit courses. Dual enrollment students with grievances or complaints shall follow the procedures as stated in the College's **Statewide Operating Standard ES.3.24, Student Grievances & Complaints** (<http://www.tstc.edu/governance/es>) as published in the TSTC Catalog and Student Handbook.

## **STUDENT ELIGIBILITY**

The College requires High School Partner to follow all College enrollment procedures and guidelines for dual enrollment students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's **Statewide Operating Standard ES.4.07, Admission of Students** (<http://www.tstc.edu/governance/es>).

## **COMPOSITION OF CLASS**

Dual credit courses may be composed of dual enrollment students only or of dual and college credit students as defined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85.

## **CAMPUS ACTIVITY & TRANSPORTATION**

The College assumes no obligation or responsibility for the transportation of students to or from the College Campus or training facilities. Students that have a free period while on the College's campus

will not be monitored and the High School Partner holds the College harmless for any death, personal injury, property damage, and /or campus disruption caused by High School Partner personnel or their students. The College is not responsible for High School Partner's students who leave the College's grounds.

## **STUDENT RIGHTS & RESPONSIBILITIES**

Dual enrollment students must abide by the Code of Student Conduct outlined in the current TSTC Catalog and Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action. Dual enrollment students attending classes on the College's campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student Conduct violations will be handled through the Code of Student Conduct, *Statewide Operating Standard ES 3.23, Student Rights and Responsibilities* (<http://www.tstc.edu/governance/es>).

## **STUDENT SUPPORT SERVICES**

The College and the High School Partner will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. The College is responsible for ensuring timely and efficient access to Student Support Services. Services such as these may require a signed student and/or parent consent form to receive services.

The College will adhere to and comply with current College policies, procedures, federal, state, and local laws that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner agrees that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504 subpart E, and will adhere to the College's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

The High School Partner agrees that classes in which high school credit is awarded, the ADAAA and Section 504 subpart D, accommodations will be the responsibility of the High School Partner. If an accommodation fundamentally alters the course, college credit will not be awarded.

Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

Students with disabilities who require accommodations will be required to self-disclose with the College's Disability Services Office.

It is the responsibility of the dual enrollment students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the dual enrollment students. Further, the dual enrollment students, their parents/legal guardians or sponsoring agents will hold the College harmless and waive any claims, past, current or future, they may have for any death, personal injury, property

damage, or accidents involving students or visitors while on the College's campus or off-campus instructional site locations.

### **TRANSCRIPTION OF CREDIT**

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner agrees to evaluate the learner's objectives to be achieved by students completing the College's dual credit college courses and to transcribe credit on the student's high school transcript accordingly.

### **FINANCE AND FUNDING**

#### **a) Tuition & Fees**

Dual enrollment courses are offered at a reduced tuition waiver & fee rate of \$33.00 per credit hour. Refunds will follow Statewide Operating Standard FA 1.9, Refund of Tuition and Fees (<http://www.tstc.edu/governance/fa>). Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

#### **b) Invoicing**

The College will invoice the High School Partner for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends on the official census date of the term (11th class day). Student registration for subsequent academic terms will not be completed until payment is received. The High School Partner will assign a designated billing contact to work with the College's Student Accounting Office.

### **FERPA**

The Parties agree to maintain the records for all students by all applicable federal, state, and local laws. For the purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the College hereby designates the High School Partner as a school official with legitimate education-related interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records are required by the High School Partner to carry out the functions of the program. The Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The Parties shall not release educational records to any third party without written consent by the affected student.

### **MEMORANDUM OF UNDERSTANDING (MOU)**

Any change to the terms of this MOU must be presented in written form and agreed upon by both the College and the High School Partner at least thirty (30) days before any term or provision may be changed.

### **TEXAS PUBLIC INFORMATION ACT**

*Notwithstanding any provisions of this MOU to the contrary, the High School Partner understands that the College will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted*

by judicial opinions and opinions of the Attorney General of the State of Texas. The College will notify High School Partner of receipt of a request for information related to this MOU. High School Partner will cooperate with the College in the production of documents responsive to the request.

High School Partner may request that the College seek an opinion from the Attorney General of the State of Texas, however, the College will not honor High School Partner's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner will notify the College's Office of General Counsel of any third party requests for information that was provided by the State of Texas for use in conducting this MOU. This MOU and all data and other information generated or otherwise obtained in the performance of its responsibilities under this MOU may be subject to the Texas Public Information Act. High School Partner is required to make any information created or exchanged with the state pursuant to this MOU, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner agrees to maintain the confidentiality of information received from the State of Texas during the performance of this MOU, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

#### **COUNTERPARTS**

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

#### **EFFECTIVE DATE & TERM**

The effective date of this MOU is August 1, 2019. This MOU shall continue for one (1) year after the effective date.

#### **SIGNATURES**

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

#### **Texas State Technical College**

305 Booker St  
Brownwood, TX 76801

By:

Kim Porter

Kim Porter (Mar 28, 2019)

Date:

03/28/2019

Kimberly Porter  
Vice President of Sales

By:

Rick Denbow

Rick Denbow (Mar 26, 2019)

Date:

03/26/2019

Rick Denbow

TSTC campus Provost

**High School Partner (ISD/Entity)**

808 W Wallace St

San Saba, TX 76877

By:

Wayne Kelly

Date:

03/26/2019

Wayne Kelly

Superintendent San Saba ISD

## **MASTER AFFILIATION AGREEMENT**

(for BSWH CTX only)

This Master Affiliation Agreement ("Master Agreement") is made and entered into this 14<sup>th</sup> day of December, 2018 ("Master Effective Date") between

Scott & White Healthcare, a part of the Baylor Scott & White Health integrated delivery network, for the benefit of the controlled, affiliated Facilities identified in any Program Agreement(s) into which the parties enter pursuant to this Master Agreement, (individually or collectively, "BSWH CTX")

and

San Saba Independent School District of San Saba, Texas (the "School").

WHEREAS, BSWH CTX has ownership interests in and operational responsibilities for multiple hospital and clinic facilities throughout central Texas (each a "Facility");

WHEREAS, the School desires, and BSWH CTX is willing to cooperate with the School to provide, one or more educational experience programs at some Facility(ies) (each a "Program");

WHEREAS, BSWH CTX and the School desire to set forth the "umbrella" terms and conditions for each and every Program and all students participating therein ("Trainees"); and

WHEREAS, BSWH CTX and the School will work together to agree on the details of the Programs;

NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. AGREEMENT STRUCTURE**

1.1 Program Agreement. To be effective, an agreement between the parties with respect to a Program must be reduced to writing ("Program Agreement"), which Program Agreement (a) sets forth details of the Program (e.g., liaisons or points of contact; Facility(ies); Program objectives; start and end dates; number of Trainees) and (b) is signed by authorized representatives for the School and for the Facility(ies) involved in the Program. A sample Program Agreement is attached hereto as Exhibit A.

1.2 Relationship to Master Agreement. Each Program Agreement shall be governed by this Master Agreement, and this Master Agreement shall be deemed incorporated into each Program Agreement. In case of a conflict between this Master Agreement and any Program Agreement, the conflicting term or condition of this Master Agreement shall control.

### **2. SCHOOL'S RESPONSIBILITIES**

2.1 Authority to Operate in the State of Texas. The School shall bear full responsibility for complying with the rules of the Texas Higher Education Coordinating Board (THECB) concerning authority to offer or award degrees, to offer or award credit toward degrees or to offer or maintain a course of instruction or study in the state of Texas. Upon request, the School shall provide to BSWH CTX documentation of such authority issued by the THECB (e.g., Certificate of Authority, Certificate of Authorization, statement of exemption.)

2.2 Program Design. The School shall bear full responsibility for the compliance of each Program with the standards of the applicable and accreditation body(ies).

## 2.3 Trainee Drug Screening.

2.3.1 The School shall maintain policies and procedures related to screening of Trainees for the presence of controlled substances (collectively, the "Drug Screening Protocol"). The School shall provide BSWH CTX with copies or a description of the Drug Screening Protocol including without limitation (a) the controlled substances for which the Trainees are screened and (b) the timing of the screenings relative to their participation in the Programs. The School shall provide such copies or description of its Drug Screening Protocol within fifteen (15) business days after each of the following: the Master Effective Date, any change in the Drug Screening Protocol and a request made by BSWH CTX.

2.3.2 The School represents and warrants to BSWH CTX that (a) before participation in any Program each Trainee is screened for the presence of controlled substances in accordance with the Drug Screening Protocol and (b) the School assigns to the Programs only Trainees for whom the screening detects no controlled substance. As part of each notice given pursuant to Section 2.7 (Trainee Assignment), the School shall make a written certification of its compliance with the foregoing warranties. **In no event should the School disclose to BSWH CTX, or any Facility, the specific results of an individual Trainee's drug screening.**

## 2.4 Trainee Background Check.

2.4.1 The School shall maintain policies and procedures related to background checks for Trainees (collectively, the "Background Check Protocol"). The School shall provide BSWH CTX with copies or a description of the Background Check Protocol including without limitation (a) the scope of the background check to which the Trainees are subject and (b) the timing of the background checks relative to their participation in the Programs. The School shall provide such copies or description of its Background Check Protocol within fifteen (15) business days after each of the following: the Master Effective Date, any change in the Background Check Protocol and a request made by BSWH CTX.

2.4.2 The School represents and warrants to BSWH CTX that (a) before participation in any Program each Trainee is subject to a background check in accordance with the Background Check Protocol and (b) the School assigns to the Programs only Trainees for whom the background check returns no criminal activity and no other activity adverse to participation in any Program. As part of each notice given pursuant to Section 2.7 (Trainee Assignment), the School shall make a written certification of its compliance with the foregoing warranties. **In no event should the School disclose to BSWH CTX, or any Facility, the specific results of an individual Trainee's background check.**

2.5 Trainee Immunizations. The School represents and warrants to BSWH CTX that (a) before participation in any Program each Trainee receives (or proves exemption from) the Required Immunizations and (b) the School assigns to the Programs only Trainees who have actually received (or proved exemption from) the Required Immunizations. As part of each notice given pursuant to Section 2.7 (Trainee Assignment), the School shall make a written certification of its compliance with the foregoing warranties. "Required Immunizations" means:

2.5.1 *for Programs involving direct patient care or interaction*, (a) Hepatitis B – documented series of three vaccinations or a positive titer; (b) MMR – documented series of two vaccinations or a positive titer; (c) Varicella – documented series of two vaccinations or a positive titer; (d) Tdap – documented vaccination within ten years preceding first day of applicable rotation period; (e) Influenza – documented vaccination within the then-current flu season; and (f) TB – documented negative TB test, either by 2-step TST or by Q-Gold or T-Spot blood assay, within thirty days preceding first day of applicable rotation period; and

2.5.2 *for Programs not involving direct patient care or interaction*, (a) Influenza – documented vaccination within the then-current flu season; and (b) TB – documented negative TB test, either by 2-step TST or by Q-Gold or T-Spot blood assay, within thirty days preceding first day of applicable rotation period.

2.6 Didactic, Other Prerequisites. The School represents and warrants to BSWH CTX that the School assigns to the Programs only Trainees who have already satisfactorily completed portions of the School's curriculum, didactic and otherwise, which are prerequisite to such Program. As part of each notice given pursuant to Section 2.7 (Trainee Assignment), the School shall make a written certification of its compliance with the foregoing warranty.

2.7 Trainee Assignment. The School shall give notice to each Facility involved in a Program of all planned Trainee assignments to such Program, including the Trainees' names, their levels of academic and clinical preparation and the dates of their rotation period in the Program. Such notice shall include the certifications required by Section 2.3.2 (Trainee Drug Screening), Section 2.4.2 (Trainee Background Check), Section 2.5 (Trainee Immunizations), Section 2.6 (Didactic Prerequisites) and Section 2.11 (Insurance). Unless otherwise specified in the applicable Program Agreement, such notice must be given as soon as reasonably practicable but in no case less than twenty-one (21) days before the first day of each rotation period pursuant to the applicable Program Agreement.

2.8 Trainee Orientation. The School shall require that each Trainee, as a pre-condition and ongoing condition for his/her participating in the Program, complete orientation and training as reasonably required by BSWH CTX, including the applicable Facility(ies), related to the physical facilities, policies and procedures of BSWH CTX and other such matters applicable to the Program.

2.9 Policies and Procedures. The School shall require that each Trainee, as a pre-condition and ongoing condition for participating in the Program, abides by and supports:

2.9.1 then-current rules, regulations, policies, procedures and standards of BSWH CTX and the Facility(ies) as applicable to the Trainee's participation in the Program, especially but not limited to those regarding patient rights, infection control, research, proprietary information, information systems, cellular telephones and similar personal electronic or digital devices, tobacco-free workplace and campus, workplace safety and hours of work (including tardiness and absences) and

2.9.2 then-current rules, regulations, policies, procedures and standards of all applicable licensing bodies and standards-setting organizations, including but not limited to the Joint Commission.

2.10 Research Prohibited Without Addendum. The School acknowledges and agrees that a Program may not include, and a Trainee may not engage in, any research at or involving any Facility, patient, staff or other item or material provided by BSWH CTX pursuant to this Master Agreement unless and until the parties have entered into a separate Research Activity Addendum to this Master Agreement.

2.11 Insurance. The School represents and warrants to BSWH CTX that (a) before participation in any Program each Trainee has obtained occurrence-based professional liability insurance, in amounts of at least \$1,000,000 per occurrence and \$1,000,000 aggregate, covering the Trainee's participation in the Program for the entire rotation period ("Required Insurance") and (b) the School assigns to the Programs only Trainees who have actually obtained the Required Insurance. The Required Insurance may be obtained by the Trainee or by the School on the Trainee's behalf. As part of each notice given pursuant to Section 2.7 (Trainee Assignment), the School shall make a written attestation of its compliance with the foregoing warranties, including certificates of insurance or other veritable evidence of the Required Insurance.

2.12 Cooperation with BSWH CTX. The School shall promptly notify BSWH CTX, through the applicable Liaison (as defined in Section 4.1), of any fact or circumstance that might preclude a Trainee's participation, or continuing participation, in any Program, including but not limited to non-compliance with the requirements of Sections 2.3-2.11 above.

2.13 School Personnel. The School agrees that, for any employee, agent or independent contractor of the School having access to a Facility (beyond access to public spaces) or to BSWH CTX patients in connection with administration of any Program ("School Personnel"), the following sections of this Master Agreement shall apply to such School Personnel as if they were Trainees: 2.3 (Drug Screening),

2.4 (Background Check), 2.5 (Immunizations), 2.7 (Trainee Assignment), 2.8 (Orientation), 2.9 (Policies and Procedures), 2.10 (Research), 2.11 (Insurance) and 2.12 (Cooperation).

2.14 Trainee Evaluation. The School shall retain ultimate responsibility for the education of, assessment of and award of any credit, certificate or degree to the Trainees.

### **3. RESPONSIBILITIES OF BSWH CTX**

3.1 Learning Environment. BSWH CTX shall maintain standards for health care services and operations at the Facility(ies) which are conducive to sound educational experiences for the Trainees, as described in the applicable Program Agreement.

3.2 Access and Other Resources. BSWH CTX shall provide the Trainees with access to the Facility(ies) listed on the applicable Program Agreement, patients and other items or materials as each Facility determines is appropriate for the Program.

3.3 Trainee Assignments. BSWH CTX shall reasonably cooperate with the School in determining the number of Trainees in and schedules for each Program. BSWH CTX shall retain full and exclusive authority to determine and change at any time the number of Trainees in and schedules for a Program; provided, however, that any Trainee participating in the Program at the time such a re-determination or change is made may complete his/her rotation period.

3.4 Trainee Orientation. BSWH CTX shall provide for the orientation and training of Trainees related to the physical facilities, policies and procedures of BSWH CTX and other such matters as applicable to the Programs.

3.5 Trainee Supervision. Unless otherwise specified in the applicable Program Agreement, BSWH CTX shall provide such supervision of the educational and clinical activities of the Trainees as those activities are described in the applicable Program Agreement and as such supervision is reasonable and appropriate to the circumstances and to the Trainee's level of training.

3.6 Trainee Workplace Injury. In the event a Trainee is exposed to blood borne pathogen or other occupational injury at a Facility, BSWH CTX shall, upon notice of such incident from the Trainee, provide such emergency care immediately following the incident as BSWH CTX provides to its employees in the same or similar circumstances; provided, however, that BSWH CTX shall be responsible for neither follow-up care related to such exposure or injury nor the costs of any care related to such exposure or injury.

3.7 Insurance. BSWH CTX shall maintain insurance coverage in such types and amounts as are reasonable and customary for similarly-situated health care organizations.

3.8 Cooperation with School. BSWH CTX shall advise the School of any serious deficit noted in the ability of Trainees to progress toward achievement of the stated objectives of the Programs.

3.9 Trainee Evaluation. Upon the School's request, BSWH CTX shall assist the School in assessing the learning and performance of the Trainees by completing assessment forms provided by the School, but only insofar as such forms are not unduly burdensome, and timely returning such forms to the School.

### **4. MUTUAL RESPONSIBILITIES**

4.1 Liaisons. Each party shall designate, in the applicable Program Agreement, its liaison to facilitate the Programs and to receive notices under this Master Agreement ("Liaison.") Each party shall communicate with the other, through their respective Liaisons, about all matters material to the Programs. Each party may replace its own Liaison at any time by a writing delivered to the other party. If the applicable Program Agreement does not specify a party's Liaison, then the person signing this Master Agreement on such party's behalf shall be deemed the party's Liaison for purposes of such Program Agreement.

4.2 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, regulations and ordinances as applicable to its own operations and its performance of its obligations under this Master Agreement or any Program Agreement.

4.3 Confidentiality. The parties acknowledge and agree that Trainees and School Personnel, if any, will have access to confidential and proprietary information about the operations of BSWH CTX. Such information must be maintained in confidence and protected against disclosure, all in accordance with the policies and procedures of BSWH CTX, compliance with which the Trainees and School Personnel, if any, are responsible pursuant to Section 2.9 (Policies and Procedures) and Section 2.13 (School Personnel).

4.4 Use of Names. Except as otherwise strictly required by applicable federal or state law or regulation or applicable accreditation standard, neither party (the "Releasing Party") may use, release or distribute any materials or information containing the name or mark of the other party or its affiliates (the "Non-Releasing Party") unless the Releasing Party has first received the written consent of the Non-Releasing Party to such use, release or distribution. The Non-Releasing Party may not unreasonably withhold, delay or condition such consent. Upon expiration or termination of this Master Agreement, the Releasing Party must immediately cease any use, release or distribution to which the Non-Releasing Party formerly gave consent.

4.5 Non-Discrimination. BSWH CTX and the School shall conduct the Programs and all related activities in a manner that does not unlawfully discriminate against any person because of race, color, religion, age, national origin, sex, disability, veteran status, genetic information or other basis protected by law.

4.6 Cooperation in Claims. Neither party nor its employed or otherwise engaged staff or representatives shall act adversely to the interests of the other party, the other party's affiliated entities or their trustees, officers, directors, employees or agents (collectively, the "Other Party"), where such Other Party has been or is expected to be named as a defendant in a claim, demand or lawsuit asserting negligence, malpractice or professional liability on the part of the Other Party, including situations in which the party has been or is expected to be named as a defendant in the same claim, demand or lawsuit as the Other Party.

4.7 Remedies. Except for Section 6.8 (Waiver) and Section 6.10 (Governing Law; Venue), nothing in this Master Agreement or any Program Agreement shall be construed to restrict any party's right to pursue all remedies available under law for damages or other relief arising from acts or omissions of another party related to this Master Agreement or such Program Agreement, or to limit any rights, immunities or defenses to which a party may be entitled under applicable law.

## 5. TERM AND TERMINATION; TRAINEE REMOVAL

5.1 Term. The term of this Master Agreement shall commence on the Master Effective Date and shall expire, unless earlier terminated as provided below, on the later of: (a) five (5) years after the Master Effective Date or (b) if any Program Agreement is in effect on the fifth (5th) anniversary of the Master Effective Date, the latest expiration or termination date of such pending Program Agreement(s).

5.2 Termination Without Cause. This Master Agreement and/or any Program Agreement may be terminated prior to its expiration by either party, with or without cause, upon thirty (30) days' written notice to the other party; provided, however, that any Trainee participating in the Programs at the time such notice is given may complete his/her rotation period.

5.3 Trainee Removal from Premises. BSWH CTX may immediately remove from a Facility any Trainee who poses an immediate threat or danger to the Facility's patients or personnel or to the quality of medical services or for unprofessional behavior.

5.4 Trainee Removal from Program. BSWH CTX may demand that the School dismiss or withdraw a Trainee from a Program when his/her behavior is disruptive or detrimental to patients or

operations of BSWH CTX, and the School must immediately satisfy such demand. BSWH CTX shall notify the School of the legitimate reason for its demand, but such notice will not give the School or the affected Trainee any opportunity to challenge the demand.

## 6. MISCELLANEOUS PROVISIONS

6.1 HIPAA. Trainees shall be considered members of BSWH CTX's and/or its Facility's(ies') "workforce" solely for purposes of the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA) and not for employment or any other purpose. Therefore, Trainees may have access to Protected Health Information as defined in HIPAA. Such access shall be subject to Section 2.8 (Trainee Orientation) and Section 2.9 (Policies and Procedures) of this Master Agreement.

6.2 FERPA. For purposes of this Master Agreement and each Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) the School hereby designates BSWH CTX as a school official with a legitimate educational interest in the Trainees' educational records to the extent that access to such records are required by BSWH CTX to carry out the Programs. BSWH CTX shall maintain the confidentiality of the Trainees' educational records in accordance with the provisions of FERPA. At the request of BSWH CTX the School shall provide BSWH CTX with training on the provisions of FERPA applicable to this Master Agreement.

6.3 Parties' Relationship. The relationship of BSWH CTX, or its Facility(ies), and the School established by this Master Agreement and any Program Agreement is that of independent contractors, and nothing shall be construed to constitute any Trainee or any employee of either party to be an employee, agent, servant or borrowed servant of the other party for any purpose whatsoever.

6.4 Entire Agreement. This Master Agreement, and each Program Agreement, constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes all prior and contemporaneous courses of conduct, negotiations, discussions and agreements relating to the subject matter of this Master Agreement or such Program Agreement.

6.5 Modification. Neither this Master Agreement nor any Program Agreement may be modified except by an instrument in writing duly executed by both parties.

6.6 Severability. If any provision of this Master Agreement or any Program Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Master Agreement or the Program Agreement otherwise remains in full force and effect and enforceable.

6.7 Headings. Headings and captions used in this Master Agreement and any Program Agreement are for convenience only and are not to be used in the interpretation of this Master Agreement or such Program Agreement.

6.8 Waiver. No provision of or right or privilege under this Master Agreement or any Program Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of either party, its agent or its employee but only by an instrument in writing duly executed by the waiving party. No waiver by either party of any breach or default of any provision of this Master Agreement or any Program Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with or subsequent to the date of such waiver.

6.9 Assignment. This Master Agreement and any Program Agreement and the rights and obligations therein may not be assigned by either party without the prior written consent of the other party. Any assignment in violation of this provision is void and without effect.

6.10 Governing Law; Venue. This Master Agreement and any Program Agreement have been executed and delivered, shall be performed in and shall be construed and enforced in accordance with the

laws of the State of Texas. Any action by any party, whether at law or in equity, shall be exclusively commenced and maintained in the State of Texas.

6.11 Authority. Each party represents and warrants that the individual signing this Master Agreement and any Program Agreement on such party's behalf has all requisite authority and approvals to do so and to bind such party. Each party further represents and warrants that it has done and will do all things necessary so that this Master Agreement and any Program Agreement will be valid, binding and legally enforceable upon such party.

6.12 Execution. This Master Agreement, any Program Agreement and any amendments thereto may be executed in one (1) or more counterparts, all of which shall constitute the same instrument. A digital image substantially similar to an original signature (as in the case of a faxed counterpart or a scanned and emailed counterpart) shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, each party has caused this Master Agreement to be executed as of the date set forth below.

SCOTT & WHITE HEALTHCARE:

By: Hania Janek

Name: Hania Janek, PhD

Title: Vice President of Education

Date: 3/18/19

SCHOOL: San Saba High School

By: Brenda Martinez

Name: Brenda Martinez

Title: Assistant Superintendent

Date: March 8, 2019