

**INTERAGENCY COOPERATION CONTRACT**  
**Contract CON0001125**

This contract will become effective **January 1, 2020**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD or the District**, an agency of the State of Texas, and **Blinn College District, 902 College Avenue, Brenham, Texas 77833**, hereinafter **Service Provider, Blinn, or the College**, a public junior college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas. This contract will expire on **August 31, 2020**.

**RECITALS**

**WHEREAS**, the College and the District desire to establish College classes and a dual credit program (Dual Credit Program) to be operated as part of the District's academic programming (School); and

**WHEREAS**, Texas Education Code (TEC) Sections 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (TAC) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course. This contract is entered into under the authority of the Interagency Cooperation Act, Chapter 771 of the Texas Government Code and Texas Government Code Section 2155.143 for the mutual considerations described in this contract; and

**NOW THEREFORE**, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

**SECTION I: CONTRACTING PARTIES**

**The Performing Agency:**

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

**The Receiving Agency:**

Texas Juvenile Justice Department  
11209 Metric Boulevard, Building H, Suite A  
Austin, Texas 78758

**SECTION II: STATEMENT OF SERVICES TO BE PERFORMED**

**I. TJJD shall:**

- a. Provide TJJD staff as proctors to assist TJJD students participating in college courses at the TJJD sites across the state.
- b. Provide staff assistance for integrating the registration process between TJJD and Service Provider.
- c. Provide informational technology (IT) staff assistance for establishing reliable and secure connectivity for Service Provider courses and other support for distance learning equipment as needed.
- d. Provide Texas Success Initiative (TSI) placement testing for students who meet internal and

Texas Education Agency (TEA) criteria for college courses.

- e. Provide appropriate instructional materials, including textbooks and instructional media, to support the curriculum.
- f. Coordinate with Service Provider and make proctors available for training in the Desire 2 Learn LMS program.
- g. Assign a TJJD employee to serve as Coordinator of the program.
- h. Provide a copy of each enrolling student's appropriate documents, to include:
  - 1. High school diploma or transcript, HSEC or AAR (Diploma not required for dual credit students)
  - 2. College Application
  - 3. Required test scores
- i. Assist the students in securing financial resources where applicable.
- j. Provide technology in all designated classroom and laboratory space.
- k. Pay for tuition and fees as described in subsection (i) of Service Provider's duties and for any instructional materials ordered from the Blinn College bookstore.
- l. If dual credit courses are taught on the School campus, TJJD will provide a learning atmosphere and classroom facilities comparable to those in which dual credit courses are taught on the College campus, regardless of modality of instruction.
- m. TJJD will provide facilities, personnel, and equipment to meet the particular requirements for the Online/Internet, Interactive Video Conference (described and/or as set forth in **Appendix B**) or blended classes when any of these distance education options are selected for instruction in courses under the Dual Credit Program.
- n. TJJD will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying and verifying the eligibility of prospective students to participate in college courses and or the Dual Credit Program in accordance with Applicable Law.
- o. TJJD will require students enrolling in the Dual Credit Program who have documented disabilities that require accommodations or are receiving services under an Individual Education Plan (IEP) to provide a copy of their documentation and/or IEO to the Office of Disability Services at the College in order to receive accommodations in any College course.
- p. Notes:
  - 1. Whereas the College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the high school's grading scale, the high school will provide participating students with a comparative document displaying both the College grading scale and the high school grading scale. See **Appendix A**.
  - 2. Although a student may pass a College class with a grade of D, the high school will be responsible for communicating to students and parents that under 19 TAC § 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which



is the equivalent of 70 on a scale of 100. See **Appendix A**

**II. Service Provider shall:**

- a. Assign a Service Provider employee associated with the college courses to serve as an administrator to be in charge of the management and supervision of these programs. This individual will serve as the contact point for Service Provider and will assume responsibility for management and operation of this program.
- b. Provide approved online instruction to eligible TJJD students at all TJJD facilities designated by TJJD.
- c. Provide appropriate methods of instruction for the subject matter.
- d. Provide consistent instructions so if a student moves from one location to another they will not lose the opportunity to complete the class.
- e. Provide assistance to assure all Blinn equipment is compatible and operates correctly in order to provide for the online course instruction.
- f. Allow access to D2L/Desire2Learn for all students participating in the course.
- g. Provide an enhanced learning experience in order for students to have live interaction with instructor via virtual conferencing methods that operate within TJJD required security guidelines.
- h. Provide for a flexible schedule in the class offerings so classes are made available when students are available for instruction.
- i. Bill TJJD for instructional materials as well as tuition and fees for each participant in accordance with rates listed in **Appendix D**. Tuition and fees will be billed in accordance with the following provisions: Service Provider will notify TJJD of any changes in tuition and fees prior to the start of each academic school year, which is designated as at least 60 days prior to the start of a Fall semester.
- j. Maintain official records of student course completions, and make them accessible and available upon request, to students or other academic institutions according to procedures set forth by Service Provider.
- k. Provide TJJD a census roster of all students officially enrolled in TJJD courses after the official census date, and outcomes for each student in each course at the end of each semester.
- l. Assure that any dual credit courses will be Texas Education Agency (TEA) aligned courses and provide supporting documentation as requested of Texas Essential Knowledge and Skills (TEKS) correlations to the TJJD Program Coordinator prior to the first day of class.
- m. Provide to the TJJD Program Coordinator all relevant access codes and licenses to access web-based instructional materials one month prior to the first day of proposed courses. These will be routed through TJJD approval processes.
- n. Facilitate the delivery of materials, logins, and passwords once the student roster is approved by the TJJD Program Coordinator.
- o. Notify the TJJD Program Coordinator of any concerns or questions regarding the program or



delivery of services and work with the TJJD Program Coordinator to resolve them.

- p. In accordance with Applicable Law (as defined herein), the College will offer for dual credit selected college-level academic and technical courses as listed in the current edition of the Texas Higher Education Coordinating Board's (THECB) Lower Division Academic Course Guide Manual (ACGM) and Workforce Education Course Manual (WECM). The course or courses to be taught in a given semester shall be determined by the College and agreed upon by TJJD. Courses provided by the College under this contract shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College. Further:
1. Course selections may be offered during the fall, spring, and summer semesters in an online format. College and TJJD representatives at each site will assess the facilities and determine the class size.
  2. All College prerequisites must be met and all College course sequencing shall be followed.
  3. A course equivalency crosswalk will be used to equate high school courses with college courses that identifies the number of credits that may be earned for each course completed through the Dual Credit Program. It will also provide an alignment of endorsements offered by the district and dual credit courses offered that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications listed on the College website. The TEA Graduation Toolkit is a tool that can be used by counselors, students, and families in selecting endorsements offered by the district and dual credit courses offered.
  4. A participating student's satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policies.
  5. In accordance with THECB regulations, Dual Credit Program instruction follows the same curriculum, materials, grading, and rigor used in the same class taught at the College to non-dual credit College students. The College's Academic Deans, Assistant Deans, and Department Heads, through continual monitoring, assure the integrity and rigor of the curriculum in all sections of their discipline or program, both for courses taught as part of the Dual Credit Program and the non-dual credit courses.
  6. The College will use the same textbooks for courses taught as part of the Dual Credit Program as the ones used for the identical on-campus course or an equivalent textbook approved by the College. TJJD will be responsible for the procurement of the students' textbooks. The use of free or low-cost open educational resources in courses offered under the Dual Credit Program will be used, if available.
  7. The College will provide adequate instructional support services, as determined in its discretion, including advising, to meet the needs of dual credit students. Advising will be provided to students through the use of IVC.
  8. Dual credit students and instructors may use the materials and services at the College libraries on the Brenham, Bryan, Schulenburg, and Sealy campuses. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to students and instructors not participating in the Dual Credit Program, unless prohibited by TJJD policy. Students can use Blinn's online library, but would not be able to access any sites outside of Blinn's URL. Students may also use the libraries at TJJD sites.

**q. RECORDS AND REPORTING**



1. Class Rosters. The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the District at the close of each semester.
2. College will maintain Student Records; Record Retention; FERPA. In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the College and Dual Credit Program provide the other Party copies of the grades, progress, and other informational data on student progress and assessment. Both Parties will be responsible for maintaining student records and records pertaining to the College and Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
3. Transcription of Credit. For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.84 (8)]

### **III. Applicable Law:**

The Parties agree to operate the Dual Credit Program and perform their obligations under this contract in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Section and any other laws, rules, and guidelines applicable to the subject matter of this contract collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

### **SECTION III: ADMISSION**

- A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:
1. Obtain in written permission from the high school principal or the principal's designee, as set forth in **Appendix C**.
  2. Earn a "B" or better average in all high school work attempted or a "C" for WECM trades courses- if the student has a lower average than this, he or she must obtain a written letter



from the principal stating why the College should allow him or her into the course(s). Upon receiving this letter, the College will determine if the student will be allowed to register.

3. Complete a College Application for Admission Form through ApplyTexas.
  4. Complete the "Dual Credit Course Approval Form," attached as **Appendix C**.
  5. Meeting the following requirements:
    - a. Have satisfied current TSI criteria for college and dual credit as determined by the THECB. Scores or exemptions must be furnished by the high school or the student on an official document at the time of registration. Current eligibility scores and exemptions are available on the College's website ([www.blinn.edu](http://www.blinn.edu)).
    - b. Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC Section 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. This requirement does not apply for students enrolled in the Dual Credit Program who will be taking the courses at a high school facility not located on a higher education institution campus, or for completely online students. Dual credit students taking classes in-person on any College Campus must provide proof of the meningitis vaccination. Refer to <http://www.blinn.edu/immunization.html> for detailed information regarding Bacterial Meningitis.
- B. Students who are enrolled in private or non-accredited secondary schools, or who are home-schooled must meet all admission requirements set forth in this Agreement.

#### **SECTION IV: CLASSES AND SCHEDULES**

- A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the high school in a timely manner. To facilitate meeting College faculty and course scheduling deadlines, the high school will submit the proposed course schedule and anticipated number of students per course for the next school year by March 1st prior to the beginning of that school year.
- B. All high school students enrolled in a dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or high school calendar. Neither the College nor the high school shall cancel a class unless absolutely necessary. The cancellations shall be processed through the high school administration upon consultation between the appropriate representatives of the high school and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the high school.
- C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law for dual credit only if the student meets the College's success standard. The College's Dual Credit Program administrator will confer with the high school's representative under the Dual Credit Program to confirm such standards.
- D. Academic dual credit courses can be taught in classes composed of both dual credit students and advanced placement students. In the case of technical classes being approved as an articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.



- E. An example class schedule from Spring 2020 through Fall 2024 is referenced in **Appendix E**.

## **SECTION V: INSTRUCTORS**

- A. The College will approve or select qualified instructors to teach the courses that result in the awarding of dual credit. An instructor is qualified if he or she meets the requirements set forth in Section 130.008(g) of the TEC and other Applicable Law (including, but not limited to SACSCOC Comprehensive Standard 3.7.1 of the Principles of Accreditation and Blinn College's Faculty Credentialing Guidelines).
- B. The College's academic dean, as applicable to the specific dual credit course being provided, will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement, whether such instruction is delivered at a College facility, a District classroom, or another location. The oversight, supervision, administration, and evaluation by the College's academic deans will be in accordance with College instructional policies and procedures as applicable to the course being taught. The responsibilities set forth in this Section 4.B. does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.

## **SECTION VI: PAYMENT FOR SERVICES NOTICE**

1. Total amount for this remaining fiscal year through **August 31, 2020**, should not exceed **\$35,100**. The total amount of this contract shall not exceed **\$45,000.00 (forty-five thousand dollars per academic year – fall/spring/summer)**. (See Appendix D for complete information.)
2. Service Provider will invoice TJJD after completion of each course/term/semester at the address below:

**Texas Juvenile Justice Department  
Claims Division Attention: Sylvia Perez  
P.O. Box 12757  
Austin, TX 78711**

3. Financial Aid is not available to dual credit students. The Higher Education Technical Amendments of 1987 (P.L. 100-50) states, "A student who is enrolled in an elementary or secondary school is not eligible for Title IV assistance for any courses taken at the post- secondary level for the same period."
4. The state funding for dual credit courses will be available to both the high school and the College, based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, and foreign language dual credit courses.

## **SECTION VII: CERTIFICATIONS**

### **Article 1: Equal Opportunity**

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state, local, or other anti-discriminatory act, law, statute, or regulation, along with all amendments and revisions of the acts, laws, statutes, or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.



## **Article 2: Unfair Business Practices**

Service Provider certifies that neither it nor its officers have been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

## **Article 3: Franchise Taxes**

**Section 1:** Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

**Section 2:** If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

**Section 3:** If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of this contract.

## **Article 4: Asbestos Regulation Compliance**

If applicable, Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (ASHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's ASHERA Management Plan for each facility Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12. Prior to the initiation of services under this contract, Service Provider shall provide TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for Service Provider's ASHERA Asbestos Management Plan(s) (Management Plan(s)). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of this contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TJJD.

## **Article 5: Human Immunodeficiency Virus Services Act Compliance**

**Section 1:** Service Provider certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

**Section 2:** Service Provider further certifies that workplace guidelines have been developed and implemented in accordance with the Human Immunodeficiency Virus Services Act. Service Provider may elect to use workplace guidelines developed and implemented by TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by TJJD, Service Provider agrees that its workplace guidelines shall be similar to TJJD's as required by Section 85.113 of the Texas Health and Safety Code.

**Section 3:** In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds, and Service Provider agrees to refund to the state any state funds Service Provider receives while ineligible.

## **Article 6: Communicable Disease Prevention and Control Act Compliance**



Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act (Texas Health and Safety Code Chapter 81).

#### **Article 7: Federal Confidentiality Compliance**

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

#### **Article 8: Restriction on Possession of Weapons**

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

#### **Article 9: Required Disclosure of Lobbyist Activity**

Service Provider agrees that if, at any time during the term of this contract, an employee, director, subconsultant, or subcontractor of Service Provider is required to register as a lobbyist under Texas Government Code Chapter 305, Service Provider shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

#### **Article 10: Notification to TJJD of Subconsultants and Subcontractors**

**Section 1:** Service Provider shall notify TJJD of the selection and/or use of all subcontractors or subconsultants regularly used by Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding five thousand dollars (\$5,000.00) during the term of this contract. Service Provider may not use subcontractors and subconsultants to perform Service Provider's duties under this contract without prior written approval of TJJD. Approval will not be unreasonably withheld.

**Section 2:** No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

**Section 3:** Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

#### **Article 11: RESERVED**

#### **Article 12: Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD**

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure this contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other administrative error sanctions.



### **Article 13: Compliance with Section 2252.901, Texas Government Code, Former or Retired Employee of the Agency**

Service Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TJJD during the twelve (12) month period immediately prior to the date of execution of the contract. This requirement applies to employment contracts and professional services and consulting services contracts under Texas Government Code Chapter 2254 with former or retired TJJD employees, as indicated by Texas Government Code Section 2252.901, which reads, "A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under this contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency."

### **Article 14: Suspension and Debarment**

Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

### **Article 15: Excluded Parties/Terrorism**

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism: published by the United States Department of the Treasury, Office of Foreign Assets Control.

### **Article 16: Background Check**

#### **A. Unless Service Provider is addressed in Section B below, Service Provider shall:**

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

#### **B. Service Provider Licensed by the Texas Department of Family and Protective Services**

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and



Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:

- a. Service Provider must provide sufficient information to allow TJJD to verify DFPS clearance; and
- b. Service Provider must notify TJJD's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

#### **C.TJJD Approval**

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

#### **Article 17: Prior Disaster Relief Contract Violation**

Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor (Service Provider) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

#### **Article 18: Antitrust**

Service Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Service Provider nor the firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) if applicable, communicated directly or indirectly the contents of a response to any competitor or any other person engaged in the same line of business as Service Provider.

#### **Article 19: Intellectual Property Indemnification - Applicable to Contracts Involving Intellectual Property Matters**

**SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TJJD AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SERVICE PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TJJD'S AND/OR SERVICE PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJD BY SERVICE PROVIDER OR OTHERWISE TO WHICH TJJD HAS ACCESS AS A RESULT OF SERVICE**



PROVIDER'S PERFORMANCE UNDER THE CONTRACT. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SERVICE PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SERVICE PROVIDER WILL REIMBURSE TJJD AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TJJD DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SERVICE PROVIDER OR IF TJJD IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJD WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SERVICE PROVIDER WILL PAY ALL REASONABLE COSTS OF TJJD'S COUNSEL.

#### **Article 20: Contracting with Executive Head of State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD. Or Service Provider and TJJD have complied with the requirements of Section 669.003 concerning board approval and notice to the Legislative Budget Board.

#### **Article 21: Certain Bids and Contracts Prohibited**

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

#### **Article 22: Gifts and Gratuity**

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

Article 24: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract and in this contract is current, complete, and accurate; Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

#### **Article 23: Compliance with the Prison Rape Elimination Act of 2003 (PREA)**

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C.30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards,



rules, regulations, and TJJD policies may result in termination of this contract.

#### **Article 24: Public Information Act**

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the contract, 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. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML.

#### **Article 25: Entities that Boycott Israel**

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

#### **Article 26: Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract."

#### **Article 27: E-Verify Program**

If applicable, Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

all persons employed by Service Provider to perform duties within Texas; and  
all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

If it is determined that Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

#### **Article 28: Drug-Free Workplace**

Service Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

#### **Article 29: Human Trafficking Prohibition**

Under Section 2155.0061, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

### **SECTION VIII: GENERAL PROVISIONS**



## **Article 1: Relationship of Parties**

Service Provider is acting as an independent contractor and is wholly responsible for the day- to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of TJJD by virtue of this contract.

Service Provider agrees and acknowledges that during the existence of this contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of this contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Service Provider shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.



## **Article 2: Indemnity**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

## **Article 3: RESERVED**

## **Article 4: Confidentiality and Security**

**Section 1:** Service Provider agrees that all of its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.

**Section 2:** Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential and subject to release only by permission of TJJD.

**Section 3:** Service Provider's employees who visit any TJJD facility will comply with that facility's security regulations.

**Section 4:** Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

## **Article 5: Administrative Error Sanctions**

**Section 1:** In addition to its authority to terminate this contract under Article 6 below or other provisions of this contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

- a. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recouping payment made to Service Provider; and/or
- c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assessing liquidated damages for each instance of non-compliance to the extent allowed by Texas law; and/or
- e. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

**Section 2:** Service Provider shall cooperate fully with TJJD and its authorized representatives in carrying out corrective action plans.



## **Article 6: Termination**

**Section 1:** Service Provider may terminate, for convenience, its obligations under this contract by giving (30) days' written notice to TJJD, however allowing enrolled students to finish the semester's coursework, whichever is later.

**Section 2:** TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days' written notice to Service Provider.

**Section 3:** TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Section 4: Cause/Default/Breach:** If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

**Section 5:** Termination of this contract shall not release Service Provider from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications.

## **Article 7: Funding Out Clause**

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, TJJD will not be liable to Service Provider for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required to give prior notice.

## **Article 8: Severability**

The provisions of this contract are severable. If any provision of this contract is determined by a court of law or other competent authority to be invalid and contrary to any federal, state, or local law, such invalidity shall not affect the other provisions or applications of this contract, which can be given effect without the invalid provision or application.

## **Article 9: Contract Term**

This contract will become effective **January 1, 2020**, and remain in effect through **August 31, 2020**. This contract may be renewed for four (4) additional terms of one (1) academic year each, provided that both parties agree in writing to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes with the exception of fee/tuition changes. (See **Appendix D**)

## **Article 10: Contract Amendment and Merger Clause**



This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, nor agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

#### **Article 11: Notice of Changes**

**Section 1:** Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

**Section 2:** Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

**Section 3:** Service Provider shall not relocate the services provided under this contract from the location stated in the preamble without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

#### **Article 12: Notice**

All notices hereunder by either party to the other shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows: Office of General Counsel, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711, and to Service Provider at 902 College Avenue, Brenham, Texas 77833.

#### **Article 13: Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Washington County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJD.

#### **Article 14: Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to this contract shall use the procedures contained in this Article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of this contract, the procedures contained in Article 15 below shall be followed thereafter.

**Section 2:** Informal Resolution: Service Provider and TJJD staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Service Provider and TJJD staff are encouraged to utilize the following mechanism to resolve problems.



**Section 3: Formal Resolution:**

Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).

- a. The Statement of Problem will be submitted to the designated contact, unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- b. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, to the designated contact, and to the designated contact's supervisor.

**Section 4: Appeal:** Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to the Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, the designated contact, the designated contact's supervisor, and the TJJD Contracts Department.

**Article 15: Claims for Breach of Contract - Dispute Resolution**

If both parties are a governmental body as provided for in Chapter 2009 of the Texas Government Code, dispute between the two parties shall be governed by said Chapter, the Governmental Dispute Resolution Act, as applicable. Otherwise, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

**Article 16: No Third Party Beneficiaries**

**No Third Party Rights.** This Agreement is made for the sole benefit of the College and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

**Article 17: Audit Clause**

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Service Provider or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Service Provider or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the



State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this Article shall constitute a material breach of this contract and shall authorize TJJD to immediately assess liquidated damages. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

#### **Article 18: RESERVED**

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

#### **Article 19: Buy Texas**

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

#### **Article 20: Specifications**

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

#### **Article 21: Assignment**

Without the prior written consent of TJJD, Service Provider may not assign this contract, in whole or in part, or any right or duty required under it.

#### **Article 22: Compliance with Other Laws**

In the execution of this contract, Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this contract.

#### **Article 23: Cybersecurity Training**

If Service Provider, including subcontractor, officer, or employee of Service Provider, has access to a



state computer system or database, then Service Provider and any applicable subcontractor, officer, or employee of Service Provider, must complete a cybersecurity training program (Program) certified under Texas Government Code Section 2054.519 as selected by TJJD. The Program must be completed during the term of the contract and during any renewal period thereafter, if applicable.

#### **Article 24: Execution Authority**


Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by TJJD or the State of Texas of any immunities from suit or from liability that TJJD or the State of Texas may have by operation of law.

Additionally, the parties hereto certify that: the services specified herein are necessary and essential and are properly within the statutory functions and programs of the affected parties; the services provided pursuant to this contract serve the interest of efficient and economical administration of the parties; the services described herein are not required to be supplied under contract to the lowest responsible bidder; and this contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

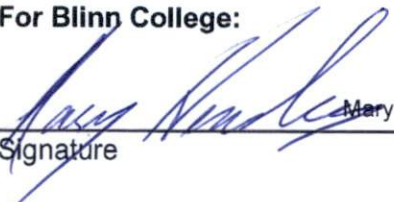


IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year last below written.

For the Texas Juvenile Justice Department:

  
\_\_\_\_\_  
Camille Cain, Executive Director  
Date 2/27/20

For Blinn College:

  
\_\_\_\_\_  
Signature  
Mary Hensley, Ed.D. - Chancellor of the Blinn College District  
Printed Name  
Date 3/5/2020

Approved as to form:

  
\_\_\_\_\_  
TJJJ Attorney  
Date 2/27/2020



## **APPENDIX A**

### ***Blinn College Board Policy Manual EGA (Local)***

This Appendix A is attached to and incorporated into the Blinn College Dual Credit Program Agreement ("Agreement") between the Parties (as that term is defined in the Agreement). Any capitalized term used in this Appendix that is not otherwise defined herein shall have the meaning set forth in the Agreement or in the Blinn College Board policies.

The Board shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, and student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. The District President shall develop written procedures to implement the grading and credit provisions adopted by the Board.

### **Current College Procedures for Grading and Credit**

#### **GRADE REPORTING**

At the end of each semester, students receive a final grade report which becomes a part of their permanent record.

#### **GRADING SYSTEM**

The College District's grading system applies to all courses and programs offered by the College District except those that utilize competitive admissions, e.g., allied health, where external accrediting agencies require special grading scales or standards. The grading system is as follows:

A (90-100) Excellent

B (80-89)            Good

C (70-79)            Average

D (60-69)            Poor

F (Below 60)        Failure I (Incomplete) Q (Dropped)  
OF (Dropped Failing)

W (Dropped Due to Good Cause or Withdrawals from College)

CR (Credit)

P (Passing)

NP (Not Passing)

FS (Academic Fresh Start)

I - Incomplete: indicates that the course work was incomplete because of serious illness or other justified emergency. The instructor shall change the grade of "I" to a grade based on the work completed for the course in addition to the work specified in the Course Completion Contract. All incomplete work shall be completed within 90 days of the start of the next long semester. Failure to complete the work specified in the Course Completion Contract shall result in a grade of zero that is factored into the final grade calculation with appropriate weighing relative to other course grades.

Q - Dropped: assigned before or on the official "Q-Date" as indicated on the College District calendar when a student is officially dropped from a course. A "Q" may also be given after the "Q-Date" if the student is passing the course at the time the official drop is processed.

QF - Dropped Failing: assigned after the official "Q-Date" as indicated on the College District calendar when a student is officially dropped from a course. A "QF" may also be given at any time during the semester if a student:



1. Is administratively dropped from a course;
2. Has exceeded the six-drop limit; and
3. Does not meet any of the areas of exemption for good cause.

**W - Dropped Due to Good Cause:** assigned before or on the official "Q-Date" as indicated on the College District calendar when a student has officially withdrawn from the College District or is officially dropped from a course for any of the following "good cause" reasons:

1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
2. The care of a sick, injured, or needy person if providing that care affects the student's ability to satisfactorily complete a course; relationship to the student;
3. The death of a member of the student's family;
4. The death of a person who has sufficiently close relationship to the student;
5. The student's active military duty service;
6. The active military service of a member of the student's family or a person who has a sufficiently close relationship to the student; or
7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course.

[For definitions of a student's "family" and "a person who has a sufficiently close relationship to the student," see DEFINITIONS FOR GOOD CAUSE EXEMPTION IN ECC (LEGAL).]

A "W" may also be assigned to a student not impacted by SB 1231 when he or she drops a course or withdraws from the College District.

#### **GRADE POINT AVERAGE**

College District progress is normally determined by a grade point average or ratio. Grade points are calculated by assigning values to each grade. The value is illustrated in the list below:

Grade Points per Semester Hour

A	4
B	3
C	2
D	1
F, Q, QF	0
I, W, CR	0
P, NP, FS	0

The highest grade of a repeated course shall be used in determining the cumulative grade point average. A grade of "W" or "Q" shall not replace a grade of "F" or higher in a repeated course, but a grade of "F" shall replace a grade of "W" or "Q".

All grades earned while enrolled in the College District shall be used in computing a student's College District grade point average (GPA), except grades of I, W, Q, NP, P, FS, and CR.

The computation of a student's College District Graduation GPA shall include transfer coursework but shall not include developmental coursework. [See the College District Catalog for detailed information about specific degree requirements]

#### **GRADE CHANGE POLICY**

For any questions regarding grade changes, call the office of the Vice President of Instruction. Blinn College policy is that grades older than one year will not be changed.

#### **COURSE GRADE COMPLAINTS**

A student who feels his or her final grade is in error, for whatever reason, has recourse to appeal. Please see Blinn College Board Policy FLDB (Local): Student Complaints: Course Grade Complaints within the *Blinn College Catalog*.



**ACADEMIC GOOD STANDING**

In order to remain in academic good standing with the College District, a student must maintain a cumulative grade point average of at least 2.0 (C). A 2.0 cumulative grade point average is the minimum average required for graduation.

**SCHOLASTIC PROBATION OR SUSPENSION**

A student with a cumulative grade point average below 2.0 at the close of any long semester or summer school shall be placed on scholastic probation. A student who fails to achieve a minimum 2.0 semester and cumulative GPA at the end of the subsequent semesters will be placed on scholastic suspension. A student with a semester GPA of greater than 2.0 and a cumulative GPA of less than 2.0 will remain on scholastic probation. Students being placed on scholastic probation at the end of the long semester will receive an email at their Blinn College Buc account. Student being placed on scholastic suspension at the end of the long semester will be mailed a letter at their permanent address and will receive an email at their Blinn College Buc account.

Students transferring from another college with less than a 2.0 GPA, if admitted, are admitted on scholastic probation. These students must meet the same requirements in subsequent semesters as all other students on scholastic probation (see above).

A student placed on scholastic probation becomes ineligible to be a candidate for an elective or appointive office of a college-sponsored activity or social organization. This restriction does not apply if participation in the activity or organization is part of the requirements of a college course. The student may be required to forfeit college scholarships, be ineligible to represent the College, and may be subject to a loss of veteran's benefits and other financial aid. A student on scholastic probation is required to be advised prior to registration. A student that registers prior to the conclusion of the semester they are placed on probation must be re-advised in order to keep their courses.

For those students who have been scholastically suspended but have extenuating circumstances preventing them from achieving the minimum 2.0 GPA, an appeal for reinstatement may be made. This appeal must be made in writing to the scholastic appeals committee. Information on the appeal procedure and deadline is included in the letter sent to suspended students. The decision of the scholastic appeals committee is final. No appeal for reinstatement may be made after the appeal deadline. If required, a student must make a separate appeal for reinstatement of financial aid funds.



## **APPENDIX B**

### ***Interactive Video Class Regulations***

This Appendix B is attached to and incorporated into the Blinn College Dual Credit Program Agreement ("Agreement") between the Parties (as that term is defined in the Agreement). Any capitalized term used in this Appendix that is not otherwise defined herein shall have the meaning set forth in the Agreement or in the Blinn College Board policies and procedures.

The College is pleased to work with area high schools, the District, and Education Service Centers VI and XIII to offer college credit courses to high school students via interactive video conferencing (IVC) and will seek every opportunity to use the available technology to deliver courses to off-campus sites. In order to ensure the highest quality education possible using this technology, the following items must be agreed to by the parties involved.

#### **Determining Appropriateness of Interactive Modality**

The College and District representatives shall reach a consensus to determine whether interactive video is an appropriate means to offer a course.

The College will retain final authority as to the instructional modality used (traditional or IVC) depending on course enrollment and the appropriateness of the equipment and room configuration at the District site. Modification to room location or room configurations shall be agreed to in writing, and the modifications shall be completed by the first day of instruction. Any expenses incurred shall be paid by the District.

#### **Class Size and Scheduling**

The number of sites in a combined class shall be limited to a total of three sites, including the originating site. The total number of students at all sites shall not exceed the class limits of a traditional class in the same subject at the College.

To determine how many students a remote site can reasonably accommodate, an assessment of the room layout and equipment will be made by a member of the College's Distance Education program.

Classes will be scheduled and held according to the College's calendar.

#### **Site Facilitators and Technical Support**

Site facilitators or technical personnel must be available before the beginning of each class session to initiate and test the connection to the Educational Service Center and the College.

The District shall provide an adult site facilitator in the room during the entire class period to monitor class activities, including exams. The District shall assume the costs of the site facilitators and technical support technicians. Technical support staff must be on site (not necessarily in the classroom) to assist in resolving technical problems. Site facilitators must have access to a fax machine.

There will be a central point of contact designated at the District. The College's central point of contact for classes conducted via IVC will be designated by the College's Distance Education office.

The College shall pay for mailings originating from Blinn College; the District shall assume costs of mailings originating from the District.

#### **Telecommunication Requirements**

The District shall pay for its T1 and other telecommunication fees, including Educational Service Center fees, and shall be responsible for providing and maintaining its own equipment and connection to the Educational Service Centers. The District shall be responsible for maintaining its T1 lines.



There must be a separate dedicated telephone line with access to long distance and a speakerphone in each interactive classroom. A working document camera must be available for use for each class session.

## APPENDIX C

For Office Use Only  
 Online App \_\_\_\_\_  
 HS Transcript \_\_\_\_\_  
 Exemption Scores \_\_\_\_\_  
 Meningitis \_\_\_\_\_



### Dual Credit / Early Admission Course Approval Form

Please Type or Print	Name of Student: _____	Blinn ID# _____
	Current School: _____ Current Grade Level: _____	
	<p style="font-size: small;">I understand that if I am admitted under this program, I will abide by the rules and regulations of Blinn College as outlined in the Blinn College Catalog which may be found on the Blinn College website, <a href="http://www.blinn.edu">www.blinn.edu</a>, including official registration and withdrawal procedures. I also understand that Blinn College may release my academic record to the high school until I am no longer enrolled at the high school. I further understand that I am not officially enrolled unless all required registration documents and payment have been submitted to the college.</p>	

Student Signature \_\_\_\_\_

Email address \_\_\_\_\_

To be completed by parent or guardian

I agree to these provisions of admission and enrollments hereby listed for consideration of the student's acceptance and understand he/she must abide by the rules and regulations of Blinn College. I understand the student may be exposed to adult material in the classroom and open laboratories, including libraries, learning centers and computer labs.

I understand that once the student is registered in a college course he/she is under the rules of the Family Educational Rights and Privacy Act (FERPA), and I may not have access to my student's records without his/her written permission or proof that I claimed the student as a dependent on my most recent income tax return.

I understand that a student whose GPA falls below a 2.0 in a dual credit course will not be permitted to continue in the dual credit program.

Parent / Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Please complete the course request below.			
Course Name	Semester	CRN	Day/Time

I certify student has completed their sophomore year of high school and has attained a "B" or better average on all high school work attempted.

Signature of High School Principal or Designee \_\_\_\_\_

Date \_\_\_\_\_

Approval to enroll in more than two college-level courses

If additional course is ACGM (academic): student must have achieved a college GPA of 3.0; or, if first semester in college, then a high school average of 80 or above. Documentation is attached.

If additional course is WECM (technical): student must have achieved a college GPA of 2.0; or, if first semester in college, then a high school average of 75 or above. Documentation is attached.

Signature of High School Designee \_\_\_\_\_

Date \_\_\_\_\_

Signature of College Designee \_\_\_\_\_

Date \_\_\_\_\_

102014



### **Appendix D**

Blinn College has been contacted by the Texas Juvenile Justice Department of Texas to provide online classes to their students. They would like for Blinn to offer four eight-week courses, 1 per session, during the long semesters of the academic year. For this, they have budgeted \$45,000 per year to teach approximately 80 students per semester.

Year	Cost Per Student/Per Class
2019-2020	\$341.00
2020-2021	\$358.00
2021-2022	\$376.00
2022-2023	\$395.00
2023-2024	\$415.00

### **Appendix E**

A proposed class offering over five years is provided below:

	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022
<b>Class offered</b>	HIST 1301	HIST 1302	ENGL 1301	ENGL 1302	GOVT 2305

	Fall 2022	Spring 2023	Fall 2023	Spring 2024	Fall 2024
<b>Class offered</b>	HIST 1301	HIST 1302	ENGL 1301	ENGL 1302	GOVT 2305