

SAMPLE MEMORANDUM OF UNDERSTANDING

Between

(Institution) And (Independent School District)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Institution (hereinafter referred to as "College"), and Independent School District, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU desire to establish a career and technical education Early College High School (CTE ECHS) by the fall XXXX academic year, serving grades 9–12, and provide Concurrent Enrollment for Dual Credit college courses for high school student in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

WHEREAS, the parties to this MOU are targeted towards low-income students, students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language learners, students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS, under this MOU, CTE ECHS are small schools with enrollments of 400 or fewer students who will be allowed to earn both a high school diploma as well as a post-secondary credential simultaneously. The student will be able to earn a stackable credential that includes Level II certificates, at least 60 credit hours toward an Associate of Applied Science (AAS) degree, or an AAS degree; and

WHEREAS CTE ECHS will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;

WHEREAS: College and ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The College and ISD alliance will function on the following principles:
 - a) Establish a mutually beneficial partnership between College and ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
 - b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration , curriculum development; training and student services.
 - c) Provision of rigorous college readiness, dual credit, technical and early college credit courses.

- d) Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Classes and activities of the Early College High School on the College grounds with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- f) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
- g) Selection of students based on the intent of the program and that reflect the diversity of the region serviced by the CTE ECHS.

2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:

A. Governance:

- (1). The CTE ECHS will:
 - a. be governed by ISD and subject to ISD's state and federal policies; and
 - b. have the autonomy to operate as a separate small school.
 - c. operate within the normal operating hours of the college during a regular school day.
- (2). The Principal/Program Director:
 - a. Will have the authority to implement:
 - [1]. governance
 - [2]. staffing
 - [3]. budget
 - [4]. student assessment, curriculum and scheduling;
 - [5]. professional development;
 - [6]. access to school and student data for ECHS college Students with permission of the College; and,
 - [7]. parent and community involvement consistent with the mission and needs of the school.
 - b. Will report to the ISD's Superintendent;
 - c. Will be the primary contact of and spokesman for the CTE ECHS with the community and College partners.
- (3). Early College Council:
 - a. Serves as an advisory committee to the Principal in establishing policies and developing a coherent program across institutions.
 - b. Membership on the Council will include, but not be limited to, representatives of the ISD, College, the College's boards of trustees, local workforce board representative, and business and industry representative. The specific membership of the Early College Council will be determined by the ISD's Superintendent and the College's President.
 - c. The council will have a composite of no more than 15 members.
- (4). Campus Improvement Team. The Campus Improvement Team is a site based advisory committee selected by the principal:
 - a. To meet quarterly to provide assistance:
 - [1]. in assessment of instructional and programmatic activities;
 - [2]. to identify problems, issues and challenges; and,
 - [3]. to make recommendations to the Principal for effective coordination and collaboration in the planning and continual development of the CTE ECHS Program.
 - b. Will be comprised of a seven member Campus Improvement Team

- [1]. teachers;
- [2]. parents
- [3]. community Members;
- [4]. business representatives; and
- [5]. students

B. Awarding Credit for Courses. The College will award credit for courses for which courses have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Insure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (4). Ensure the curriculum includes the required 15 SCH of general education courses for an AAS degree;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Pay salaries of instructors who teach college courses;
- (7). Participate in an advisory role in the selection of the CTE ECHS principal; and
- (8). Provide vertical and horizontal articulation support with the CTE ECHS Design Team for CTE ECHS students.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school; and
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
 - a) must meet the College's academic requirements;
 - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD.
 - a) may be designated by the Chief Academic Officer as a College Adjunct faculty;
 - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (1). Courses will be conducted at _____ and _____.
- (2). High school course will be conducted at the _____.
- (3). ISD shall provide office space for college liaison at _____.
- (4). College shall provide office space for use by CTE ECHS faculty and staff.

(5). High School students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.

G. Tuition and Fees. College will waive tuition and fees for High School students enrolled in College courses based on the courses agreed upon.

H. Books and Supplemental Materials.

(1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU.

(2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD.

(3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

(1). Student recruitment of eighth graders will occur annually.

(2). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in CTE ECHS.

J. Instructional Calendar. College and ISD will establish an instructional calendar that is consistent with the needs and requirements of both parties. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

(1). Policies of ISD;

(2). Policies of the College;

(3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual; and

(4). College will provide the same security to high school students that it provides to College students.

L. Media and Public Relations. Media and public relations regarding the CTE ECHS will be managed according to ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.

5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.
6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
 - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
 - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
 - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
 - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Venue: Venue to enforce this Agreement shall lie exclusively in _____ County, Texas.
11. Miscellaneous Provisions:
 - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
 - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
 - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.
12. Notice: Notices give pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

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

COLLEGE

INDEPENDENT SCHOOL DISTRICT

President

Superintendent

Date

Date