

MEMORANDUM OF UNDERSTANDING

Between

Odessa College and Ector County Independent School District

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

WHEREAS, the parties to this MOU desired to establish an Early College High School (ECHS) in the fall 2018 academic year to be named Odessa Collegiate Academy (hereinafter referred to as "OCA"), serve grades 9-12, and provide Concurrent Enrollment for Dual Credit college courses for high school students 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 target 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, and students for whom the cost of college is prohibitive; and

WHEREAS, under this MOU, 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 postsecondary credential simultaneously. The student will be able to earn a credential that includes the 42 hour Texas General Education Core Curriculum, and at least 60 credit hours toward an Associate of Arts (AA), Associate of Science (AS), or Associate of Arts in General Studies (AAGS); and

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

WHEREAS: OC and ECISD 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 ECISD alliance will function on the following principles:
 - a) Establish a mutually beneficial partnership between College and ECISD 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 OCA programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
 - c) Provision of rigorous college readiness, dual credit, 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 and/or foundation sources to operate the program successfully.
 - e) Classes and activities of OCA on the OC 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 ECHS.

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

A. Governance:

(1) The ECHS will:

- a. be governed by ECISD and subject to ECISD's state and federal policies;
- b. have the autonomy to operate as a separate small school; and
- c. operate within the normal operating hours of the college during a regular school day.

(2) The campus principal:

- a. Will have the authority to implement:
 - i. governance;
 - ii. staffing;
 - iii. budget;
 - iv. high school student assessment, curriculum and scheduling;
 - v. professional development;
 - vi. access to school and student data for ECHS college Students with permission of OC; and,
 - vii. parent and community involvement consistent with the mission and needs of the school.
- b. Will report to the ECISD's Superintendent or designee;
- c. Will be the primary contact of and spokesperson for the ECHS, and OC's Senior Dean of Public Service and Education will serve as the secondary contact with the community and College partners.

3. Early College Council:

- a. Serves as an advisory committee to the campus 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 ECISD, OC, OC board of trustees, ECISD board of trustees, local workforce board representative, and business and industry representative. The specific membership of the Early College Council will be determined by the ECISD's Superintendent and OC'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:
 - i. in assessment of instructional and programmatic activities;
 - ii. to identify problems, issues and challenges; and,
 - iii. to make recommendations to the campus principal for effective coordination and collaboration in the planning and continual development of the ECHS Program.
- b. Will be comprised of a seven member Campus Improvement Team teachers;
 - i. Parents;
 - ii. community Members;
 - iii. business representatives; and
 - iv. students.

B. Awarding Credit for Courses: OC will award credit for courses which have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official OC

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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.

- (1) Courses of Study: Courses approved for dual credit for an individual student must be applicable to a college or university certificate or degree. Approved courses must be listed in the appropriate high school course description guide and reviewed and updated periodically.
- (2) Grading Periods and Policies: Grading periods and policies are delineated in the ECISD Student Handbook which is found online at www.ectorcountyisd.org.
 - a. Odessa College's instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student.
 - b. College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis.
 - c. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.
 - d. The College agrees to report a grade for each student to the ISD at each nine weeks grading interval.
 - e. The College and ISD agree to share necessary student records as appropriate for scheduling and advising of students.

C. Information Sharing: In accordance with applicable law, both the ISD and OC will maintain student records and provide records as requested to the other party. Records include, but are not limited to, grades, academic progress, contact information, and other information related to a student's record. Each party agrees to provide any information the other party views as necessary to perform its obligations under the MOU. Each party agrees to conform to Texas Record Retention laws and FERPA. Each party names the other as a party with an educational interest in students' records for purposes of FERPA, and each party agrees to fully comply with FERPA. Each party shall implement policies and procedures that ensure compliance with FERPA and all other federal and state laws pertinent to OCTECHS students.

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

- (1) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing OC 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 OC offers courses;
- (4) Ensure the curriculum includes the required 42 SCH of general education courses for an AA, AS, or AAGS 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, OC and ECISD;
- (6) Compensate instructors who teach college courses;
- (7) Participate in an advisory role in the selection of the campus principal;
and
- (8) Provide vertical and horizontal articulation support with the ECHS Design Team for ECHS students.
- (9) Utilize sound scheduling practices and proven modalities to maximize resources and support student success.
- (10) Provide an Early College High School Liaison who will work closely with the ECHS and instructional deans to

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facilitate recruitment, admissions, academic planning, learning support, and engagement of ECHS students.

E. Duties of ECISD: ECISD shall have the following duties:

- (1) Involve OC 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 ECISD who teach in the high school;
- (3) Pay 25 percent of the total compensation, including benefits of the Early College High School Liaison.
- (4) Ensure that all ECISD high school courses are in the students' Personal Graduation Plan for Dual Credit.

F. Faculty: Faculty will be provided by OC and ECISD.

- (1) Faculty provided by OC;
 - a. must meet OC's academic requirements; and
 - b. will teach OC Dual Credit courses.
- (2) Faculty provided by ECISD.
 - a. may be designated by the Chief Academic Officer or designee as OC Adjunct faculty; and
 - b. may teach OC Dual Credit courses where appropriate.

G. Classroom and Office Facilities:

- (1) Courses will be conducted at OC.
- (2) OC shall provide office space for use by ECHS faculty and staff.
- (3) High School students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of OC, in keeping with the guiding principles enumerated earlier.
- (4) OC and ECISD will identify facility fees in Appendix A, and will review the fees on an annual basis and update as necessary.

H. Tuition and Fees: OC and ECISD will identify tuition and fees to be paid by ECISD (at no cost to the students) in Appendix A and will review the tuition and fees annually and update as necessary.

I. 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, shall be provided by ECISD.
- (3) OC approved textbooks purchased by ECISD may be used for the time period consistent with local OC practices.

J. Recruitment and Enrollment of Students:

- (1) Student recruitment of eighth graders will occur annually, led by ECISD ECHS leadership.
- (2) OC will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in the ECHS.

K. Instructional Calendar: OC and ECISD will establish an instructional calendar that is consistent with the needs and requirements of both parties.

L. Student Code of Conduct: OCA students, faculty and staff shall adhere to:

- (1) Policies of ECISD;
- (2) Policies of the OC;
- (3) Policies in the ECISD Board of Trustees Policies and Administrative Procedures Manual; and
- (4) OC will provide the same security to high school students that it provides to College students.

M. Media and Public Relations: Media and public relations regarding the ECHS will be managed according to ECISD and OC protocols.

- N. Student Enrollment and Attendance Policies: ECHS students must abide by both the Odessa College Student Code of Conduct and the ECISD Student Code of Conduct. Enrollment and attendance policies are delineated in the Student Handbook which is found online at www.ectorcountysd.org.
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 term of this MOU is in full force and effect for a period of three years. This MOU begins on the date of signature by both parties and continues through the 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, OC shall review this MOU, and ECISD may renew this MOU on approval of OC.
 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 OC, 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 OC and ECISD. 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 Ector County, Texas.
 11. Miscellaneous Provisions:

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- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, OC 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 given 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.

ODESSA COLLEGE

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

President

Superintendent

Date

Date

MEMORANDUM OF UNDERSTANDING

Between

Odessa College and Ector County Independent
School District

Appendix A

During each academic year, OCA, OC and ECISD leadership will collect and analyze budget data including but not limited to tuition, fees, state funding, salaries, facilities and operating expenses to develop a sustainable cost-sharing model for the ECHS. Appendix A will be reviewed on an annual basis and updated as necessary. **The following costs are based on the 2018-2019 academic year activities of the ECHS and shall be due and payable by the ISD on December 1, 2019.**

Scope of Agreement and limitations of Authority: The parties agree as follows:

ECISD shall pay 25 percent of the previous year's total compensation, including benefits, of the Early College High School Liaison employed by OC. OC will invoice ECISD as shown below:

| | |
|--|-----------------|
| Annual Salary (FY2018-19) | \$47,590 |
| Benefits | \$12,757 |
| TOTAL COMPENSATION x 25% (due and payable by Dec.1, 2019) | \$15,087 |

Classroom and Office Facilities: OC and ECISD have identified facility fees for academic year 2018- 19. OC will invoice ECISD for facility fees as shown below:

| | | |
|--|--|-----------------|
| Amortization of Facility Renovations to Deaderick Hall: (excluding deferred maintenance items absorbed by OC) | 10 Year Amortization of \$332,804 | \$33,280 |
| Custodial Services (17,038 sq. ft. of net assigned space) | \$0.088 per SF per mo. for 10 mos. | \$13,971 |
| Electricity, Gas, Water, Sewer | \$1.60 per SF annually | \$22,717 |
| Facility Support, including security, insurance, technology infrastructure, maintenance, grounds, parking | \$0.10 per SF per month for 10 mos. | \$17,038 |
| TOTAL FACILITY FEE (due and payable by Dec. 1, 2019) | | \$87,008 |

Tuition and Fees: OC and ECISD will identify tuition and fees to be paid by ECISD (at no cost to the students) based on actual enrollments and foregone tuition (at dual credit rates). The tuition and fee calculation will occur at the conclusion of the current academic year and included as a billable item in Appendix A of the following year. OC will invoice ECISD for the following tuition and fees related to the 2018-2019 academic year that will be due and payable by December 1, 2019.

| Academic Semester | Sem. Credit Hours | Tuition \$50/SCH | Activity Fees \$2/SCH | OER & Course Fees | Less: First-6-Free | TOTAL NET |
|---|-------------------|------------------|-----------------------|-------------------|--------------------|-------------------|
| Fall 2018 | 1,774 | \$ 88,700 | \$ 3,548 | \$ 4,253 | (\$ 49,959) | \$ 46,542 |
| Spring 2019 | 1,639 | \$81,950 | \$ 3,278 | \$ 7,047 | (\$ 16,653) | \$ 75,622 |
| TOTAL TUITION & FEES (due and payable by Dec. 1, 2019) | | | | | | \$ 122,164 |

EXECUTED in duplicate original counterparts effective upon the date indicated below

ODESSA COLLEGE

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

President

Superintendent

Date

Date