

**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 the College), and Ector County Independent School District, (hereinafter the district), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

The parties to this MOU desired to establish an Early College High School (ECHS) in the fall 2018 academic year to be named Ector County Early College High School (now and hereinafter referred to as **Odessa Collegiate Academy (OCA)**), to serve grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. Prospective OCA students may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

OCA has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or an associate's degree. The ECHS will:

- provide dual credit at no cost to students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

Furthermore, the district and the college will:

- 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.
- Collaborate 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.
- Commit to 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.
- Provide classes and activities of the Early College High School on the OC campus with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- Commit to 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.

- Select of students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in OCA will be enrolled courses of study which enable the student to combine high school courses and college-level courses to complete the Texas core curriculum and earn either an associate degree or at least 60 semester credit hours toward a baccalaureate degree. The College will offer the following courses of study:

- Associate in Science
 - Biology
 - STEM
- Associate in Arts
 - Business Administration
 - General Studies
 - Liberal Arts
 - Teaching - Early Childhood to 6thGrade

The dual credit college courses for high school students will be offered 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.

LOCATION

OCA is located at:
Odessa College
201 W University Blvd
Odessa, TX 79764

High school and college courses will be conducted at OC. The College shall provide office space for use by ECHS faculty and staff. The College and the District will identify facility fees in Appendix A, and will review the fees on an annual basis and update as necessary. OCA students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of OC including but not limited to the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events.

OCA students, instructors, and staff will receive a College identification cards, and will have access to instructional and certain agreed upon non-instructional resources and services available on Campus. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

OPERATING HOURS AND INSTRUCTIONAL CALENDAR | OCA will operate within the normal operating hours of the college during a regular school day. The District will align the ECHS academic calendar with the college calendar to minimize missed instructional days due to student holiday and district professional development.

FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in Appendix A. Both the college and the district will review the tuition and fees annually and update as necessary.

OCA will generate Average Daily Attendance (ADA) funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures

of the high school as authorized by the Texas Education Code.

The College will generate state contact hour funding which will be used to provide supplemental funding for the operations and expenditures.

Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The District will provide transportation (school bus) to students enrolled at OCA as required under State law and School District rules and procedures.

The District will provide meals for students as appropriate under State and Federal Law and School District rules and procedures. OCA students may purchase food from the College's food service provider.

TESTING | The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSIA college placement exams will be coordinated, scheduled and provided by the College free of charge.

GRADING | Grading periods and policies are delineated in the ECISD Student Handbook which is found online at www.ectorcountyisd.org. The College grading periods and policies are delineated in the College Catalog which is found online at www.odessa.edu.

College instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student. The College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. The College agrees to report a grade for each student to the District at each nine weeks grading interval. The College and District agree to share necessary student records as appropriate for scheduling and advising of students.

The College recognizes that certain of the District's students participating in these classes are also participating in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

OCA students are expected to meet academic standards for coursework completed at the high school and at the College. Students who do not meet satisfactory academic progress outlined by the District and the College are subject to academic intervention and remediation including

academic probation and academic suspension. Academic probation and suspension may limit continued enrollment in college courses and may result in removal from OCA.

CURRICULUM ALIGNMENT | OCA and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete the Texas Higher Education Coordinating Board’s (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28 or an associate’s degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. OCA will provide students with academic, social, and emotional support in their course of study. The College will regularly update the OCA principal regarding College curricular changes. OCA is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The college and the district will use existing course equivalency crosswalk agreements for each degree plan – equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

INSTRUCTORS AND CLASS SIZE | Dual credit instructors must meet the College’s academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCA. The College will provide instructors who meets the College’s academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCA. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval.

OCA and the College will provide opportunities for OCA teachers and higher-education faculty to collaborate through planning, teaching, and professional development.

When scheduling ECHS students for college courses, all efforts will be made to follow the low student teacher ratio for college class size due to facility limitations and program requirements. This is consistent with the college’s philosophy of prioritizing teaching and learning while leveraging AVID high engagement strategies to foster a safe and open culture, with high expectations for teachers and students, and collaboration in all learning spaces. Furthermore, the district will staff the ECHS appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint.

COLLEGE ADMISSION AND ENROLLMENT IN COURSES | OCA students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCA students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based TSI scores. OCA students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

Continued enrollment is contingent upon OCA student’s maintaining satisfactory academic

progress.

DATA SHARING | FERPA allows protected student data to be exchanged between the College and the District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the District are expected to meet FERPA requirements to maintain the privacy of student data.

The College and the District will identify student data reports that are critical to student success, and will provide data reports upon request or per a data timeline. District and College personnel will be responsible for securely distributing and receiving data via a secure process. Student level data shall not be shared outside without prior authorization from the data source.

ADVISING AND TRANSFERABILITY | The College's ECHS liaison will provide comprehensive advising and pathway planning services for OCA students. The ECHS liaison serves as the designated College support services staff and will provide orientation, advising, registration, and college bound programming, as well as coordination of Section 504 of the Rehabilitation Act and the Individual with Disabilities Education Act. . The ECHS liaison serve as the academic early alert liaison for College faculty teaching ECHS courses, and will work closely with the OCA principal and counselor to provide student, academic intervention and remediation as necessary. As outline in Appendix A, the District will fund 25% of the ECHS liaison's total compensation. Due to increased enrollment at OCA, Odessa College will add an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison's total compensation.

The College will advise OCA students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

ATTENDANCE IN COLLEGE COURSES | OCA students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

STUDENT CONDUCT | OCA are subject to discipline and appropriate sanctions up to and including suspension and expulsion from the College. The student code of conduct and sanctions are outlined in the College student handbook. OCA students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the District. Further, Odessa College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

DISCONTINUATION OF ECHS OPERATIONS | Should the District or College elect to discontinue the operation of the OCA the provisions for serving the students will include the following:

- Students in the 9th and 10th grade will be received by the designated comprehensive high school in the district.
- Students in 11th and 12th grade will continue enrollment at OCA and in college course through scheduled graduation.

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.

TERM | Subject to prior termination or revocation 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, OC shall review this MOU and ECISD may renew this MOU on approval of OC.

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 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.

ASSIGNMENT | Neither party may assign their interest in this MOU without the written permission of the other party.

LIMITATIONS OF AUTHORITY | 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.

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.

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.

Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

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.

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.

VENUE | Venue to enforce this Agreement shall lie exclusively in Ector County, Texas.

MISCELLANEOUS PROVISIONS | 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.

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.

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.

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

ODESSA COLLEGE

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

President

Superintendent

Date

Date

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APPENDIX A

During each academic year, the ECHS, the college and the district 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 2020-2021 academic year activities of the ECHS and shall be due and payable by the district on December 1, 2021.

The parties agree as follows: the district shall pay 25 percent of the previous year’s total compensation, including benefits, of the Early College High School Liaison employed by OC. Due to increased enrollment at OCA, Odessa College will add an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison’s total compensation. OC will invoice the district as shown below:

Annual Salary (FY2020-21)	\$50,470
Benefits	\$13,252
TOTAL COMPENSATION x 12.5% (due and payable by Dec.1, 2021)	\$15,930

CLASSROOM AND OFFICE FACILITIES | OC and ECISD have identified facility fees for academic year 2020-21. 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 (21,835 sq. ft. of net assigned space)	\$0.091 per SF per mo. for 10 mos.	\$19,870
Electricity, Gas, Water, Sewer	\$1.49 per SF annually	\$27,112
Facility Support, including security, insurance, technology infrastructure, maintenance, grounds, parking	\$0.10 per SF per month for 10 mos.	\$21,835
TOTAL FACILITY FEE (due and payable by Dec. 1, 2021)		\$102,098

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). Upon the third attempt in a course, the student will be liable for tuition and fees. 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. Odessa College will suspend the First-6-Free program beginning in the fall of 2021. The First Class Free program will still be in effect. This change in programming will not affect the tuition and fees allocations in the 2021-22 MOU as charges are assessed in arrears. OC will invoice ECISD for the following tuition and fees related to the 2020-2021 academic year that will be due and payable by December 1, 2021.

APPENDIX A (continued)

Academic Semester	Sem. Credit Hours	Tuition \$50/SCH	Activity Fees \$2/SCH	OER & Course Fees	Less: First-6-Free	TOTAL NET
Fall 2020	2,067	\$103,350	\$4,134	\$9,183	(\$4,004)	\$112,663
Spring 2021	2,543	\$127,150	\$5,086	\$11,159	(\$20,384)	\$123,011
TOTAL TUITION & FEES (due and payable by Dec. 1, 2021)						\$235,674

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APPENDIX A

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

ODESSA COLLEGE

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

President

Superintendent

Date

Date