

Memorandum of Understanding Agreement
between
University of Texas of the Permian Basin
and
Ector County Independent School District

THIS MOU {hereinafter referred to as “AGREEMENT”} is made and entered into by and between The University of Texas of the Permian Basin (hereinafter referred to as “UTPB”), and the 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 AGREEMENT desire to implement an Early College High School by the fall of 2015-2016 academic year, serving grades 9-12;

WHEREAS, Services under this AGREEMENT are targeted towards low- income, first generation college goers, students who are highly motivated but have not received the academic preparation necessary to meet higher educational standards, students who are English learners, students from 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 AGREEMENT Ector County Independent School District Early College High School (ECISD ECHS) is a small school with enrollment of 400 or fewer students who earn both a high school diploma, and up to 60 hours of college credit; the parties agree to follow the intent of the Guiding Principles of the ECISD ECHS especially in providing dual credit classes with sufficient time for the students to complete a 60 hour course articulation; and

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

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

1. Guiding Principles: The ECHS and UTPB will function on the following principles:
 - A. A mutually beneficial arrangement between UTPB and ECISD and that allows a flexible and creative response to the organizational, fiscal and mission needs of all institutions.
 - B. Collaboration in planning, implementation, and continuous improvement

of the 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, academic dual credit coursework provided by UTPB.
- D. Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private foundation sources to operate the program successfully.
- E. Vertical alignment of curriculum and focus that promotes a college-going culture by all parties, teachers, college faculty, counselors, and academic advisors.

2. Scope of Agreement and Limitations of Authority:

All parties agree as follows;

A. Governance

- 1. The Ector County Independent School District Early College High School will:
 - a. Be governed by ECISD and subject to ECISD, STATE and FEDERAL policies
 - b. Have the autonomy to operate as a school wide ECHS campus within the rules and guidelines established by the Texas Education Agency ("TEA") and ECISD on the UTPB university campus.
 - c. Operate within the hours to be established by the parties.
- 2. The ECHS Principal.
 - a. Within the rules and guidelines established by TEA, ECISD, and UTPB will have the authority to implement:
 - i. governance
 - ii. staffing
 - iii. budget
 - iv. student assessment, curriculum and scheduling
 - v. professional development;
 - vi. access to school and student data for ECISD college students with permission of UTPB;
 - vii. parent and community involvement consistent with the mission and needs of the school.

- b. Will report to the ECISD Superintendent or designee through the established ECISD governance structure.
- c. Will report to the Office of the Provost and Vice President or designee on academic issues concerning ECISD and UTPB.
- d. Will annually evaluate and report findings of ECHS to the UTPB President or designee.
- e. Is the primary contact for the ECHS with the community and UTPB.
- f. Will be an employee of the ECISD. ECISD will be responsible for payment of benefits.

3. The Early College High School Steering Committee

- a. Will serve as an advisory committee to the Superintendent in establishing policies and developing a coherent program across institutions.
- b. Will place members on the Council to include, but not be limited to, representatives of ECISD, UTPB, parents, and community members. The specific membership of the ECHS Steering Committee will be determined by the Superintendent of ECISD the President of UTPB.
- c. Will be co-chaired by ECISD and UTPB. Chairs for the Steering committee will be selected by the Superintendent of ECISD and the President of UTPB.
- d. Will meet quarterly.

B. Awarding Credit for Courses

UTPB will award for academic credit which have been approved and appear in the Dual Credit Course Articulation Agreement for ECHS and any required course. 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 TEA requirements for high school graduation and shall be at a more advanced and rigorous level than courses taught at the high school level.

C. Duties of UTPB:

- 1. Ensure that UTPB course requirements are followed;

2. Apply the standards of expectation and assessment uniformly in all courses offered by the ECHS;
3. Coordinate with the ECHS counselor to ensure that all UTPB Academic Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the midterm of their freshman year;
4. Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement for the ECHS, iNACOL and the standards established by the State and the Southern Association of Schools and Colleges;
5. Participate in support of the ECHS principal as appropriate and provide feedback to the supervisor of the principal; provide articulation support for transition of ECHS graduates to a four-year college;
6. Provide dual enrolled students access to the instructional and digital resources available on the campus of UTPB;
7. Provide security for ECHS students when they attend the UTPB campus;
8. Select, supervise, and evaluate instructors of UTPB dual credit college-level curricula offered for college credit through ECHS.
9. UTPB will work with Educate Texas as a technical assistance provider, specifically the areas of providing feedback on data elements and feedback on a sustainability plan.
10. Provide workshops for both Facilitators (district staff/teachers who work with the ECHS students on site) and for UTPB faculty of record who do the online instruction as to the methodology and pedagogy of the courses.
11. UTPB being a pioneer in the implementation of AVID for students and teacher training programs, shall introduce AVID elements in the beginning courses to freshmen ECHS students.
12. Provide support for case study and evaluation on role and impact of virtual dual credit created in partnership with the UTPB College of Education.
13. Pay the salaries of UTPB instructors who teach academic dual credit coursework to ECISD ECHS students.

D. Duties of ECISD:

1. Be the fiscal agent and manage any funding for the ECHS and will submit budget amendments as necessary;
2. Involve UTPB faculty in the design and implementation of all dual credit courses at ECHS to assure that course goals enable students to match the requirements of the Texas Higher Education Coordinating Board and Texas Education Agency;
3. Pay the salaries of ECISD teachers who teach non-dual credit instruction to ECISD ECHS students;
4. Provide transportation to and from the student's zoned high school to the UTPB campus; as mutually agreed;
5. Provide all technology needs for the ECHS students;
6. Ensure that all ECISD high school courses are in the students' Personal Graduation Plan by the end of the midterm of their Freshman year;
7. Assess student college readiness. For this assessment, ECISD may use any instrument otherwise approved by the State of Texas Success Initiative purposes in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part I, including, but not limited to STAAR, EOC, ACT scores, and SAT scores. After assessment, ECISD will, using UTPB guidelines, determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.

E. Joint Duties

ECISD and UTPB are jointly responsible for the development and implementation of an evaluation process to determine the effectiveness of ECHS. Measures of effectiveness will include, but are not limited to, student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, graduation rates and college courses completion rates).

F. Faculty

Faculty provided by UTPB;

- a. Must meet the university's academic requirements;
- b. Will teach academic dual credit courses.

Faculty provided by ECISD;

- a. Will teach high school courses in the ECHS;
- b. May be designated as UTPB Adjunct faculty to teach dual credit courses, if credentialed.

G. Classroom and Facilities

1. Dual enrolled students will be issued a UTPB identification card for access to library/LRC and other resources on Institutes of Higher Education campus.
2. ECISD will solely bear the cost of any remodeling of space that may be required to meet the specific needs of the ECHS.
 - a. After initial remodeling has taken place by UTPB in the Founder's Building, ECISD will bear the cost of all additional remodeling.
 - b. ECISD will inform UTPB about additional remodeling and changes to facilities at the Founder's Building.
 - c. The technology already installed in the classrooms will remain as such.
 - d. Energy to the facilities designated as ECHS will be provided and billed as per use on a square footage basis.
 - e. The University of Texas System police will have jurisdiction over the ECHS facilities and will coordinate with the ECISD police chief.
 - f. The salary of a non-certified peace officer will be shared on a 50% basis with UTPB for purposes such as traffic and safety inside and outside the Founder's Building facilities.
 - g. UTPB will provide custodial services and will bill on a per square footage basis.
 - h. Any other issues not described will be addressed accordingly by representatives of both parties as they arise.
3. ECISD, through ECISD budget, will be responsible for the costs associated with the maintenance, repair, and use of spaces for the ECHS.
4. ECISD through the ECISD budget will be responsible for all other operating costs such as telephone, utilities, custodial and any other operating costs associated with ECISD.

H. Tuition and Fees
UTPB will (waive/discount/etc.) tuition and fees for high school students enrolled in dual credit courses based on the agreement for ECHS and any required course at \$200 per 3 hour course.

I. Books and Supplemental Materials

1. Courses offered for dual credit will be identified as college-level courses. Instruction and materials for dual credit will be at the equivalent level used for the identical course taught on the main campus of the college.
2. All materials and textbooks will be the joint responsibility of ECISD and UTPB.

J. Recruitment and Enrollment of Students

1. Students will be recruited from all currently enrolled ECISD students.
2. Students enrolled in the ECHS will comply with all expectations of compliance in the rules and policies of the District Code of Conduct and the Zero Tolerance Letter signed by the student and parent.
3. Students enrolled in dual credit coursework will comply with all policies from ECISD and the policies of UTPB and including but not limited to residency and attendance requirements of UTPB and ECISD.
4. UTPB will assist with recruitment, enrollment and retention, as necessary, of all students selected for the ECISD ECHS.

K. Instructional Calendar

UTPB and ECISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by ECISD and UTPB shall be followed by ECHS.

L. Student Code of Conduct

ECHS students, faculty, and staff shall adhere to the:

1. policies of ECISD;
2. policies of UTPB;

M. Media and Public Relations

Media and public relations regarding the Early College High School will be managed according to ECISD and UTPB protocols.

3. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity and UTPB will indemnify ECISD against claims arising out of this AGREEMENT that result

from UTPB's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, ECISD will indemnify UTPB against claims arising out of this Agreement that result from ECISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this AGREEMENT 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 AGREEMENT as provided in section 5 of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of four years commencing on August 2015 and terminating on June 2019. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, UTPB and ECISD shall review this AGREEMENT and may renew this AGREEMENT on approval of UTPB and ECISD.

5. Right of Revocation

Either party may terminate this AGREEMENT on 120 days written notice to the other party. Termination may occur immediately upon the material breach of this AGREEMENT by one of the parties. A breach of this AGREEMENT includes, but is not limited to, a violation of the policies and rules of UTPB or ECISD, 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 AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their coursework.

6. Assignment

No party may assign their interest in this AGREEMENT without the written permission of the other party.

7. Limitation of Authority

- A. No party has authority for and on behalf of the other except as provided in this AGREEMENT. No other authority, power, partnership, 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 UTPB and ECISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No party may make, revise, alter, or otherwise diverge from the terms, conditions policies which are subject to this AGREEMENT without a written amendment to this AGREEMENT. Changes to this AGREEMENT are subject to the approval of the UTPB and ECISD Legal Departments and Boards of Trustees.

D. No 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 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

- A. Parties to this AGREEMENT shall comply with all Federal, State and local law.
- B. If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Early College High School programs during the term of this AGREEMENT, the new guidelines shall prevail and shall cause the parties to execute an amendment to the AGREEMENT, if necessary.

Notice

Notices given pursuant to this AGREEMENT shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

University of Texas of the Permian Basin
David Watts
President
The University of Texas
the Permian Basin
4901 E. University
Odessa, TX 79762
(432) 552-2100

With copy to:
Dr. Daniel Heimmermann
Provost and Vice President
The University of Texas of
the Permian Basin
4901 E University
Odessa, TX 79762
(432) 552-2020

Ector County Independent School District
Thomas Crowe
Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761
432-456-000

With copy to:
Roy Garcia
Assistant Superintendent of Secondary Schools
Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761
432-456-0000

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

12. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

13. Signatory Clause

The individuals executing this AGREEMENT on behalf of the UTPB and ECISD acknowledge that they are duly authorized to execute this AGREEMENT on behalf of their respective principals. All parties hereby acknowledge that they have read this AGREEMENT and understand its terms.

14. Amendment

The Parties to this MOU acknowledge that the ECISD Early College High School program anticipated by this MOU is in the implementing stages of development. The parties further understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

15. Safety

If any high school student, instructor, employee of ECISD or administrator should experience an accident or sudden illness while on the premises of UTPB, the response to such incidents will be based upon the guidelines, and procedures, operation of UTPB and School District regulations. Upon mutual agreement, UTPB may require the School District to provide ISD security personnel, when requested by UTPB.

16. Confidentiality of Student Records:

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). FERPA and School District Board Policy series FL, all records relating to ECISD ECHS students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy services FL. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

17. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State

of Texas and all obligations of the parties created hereunder are performable in Ector County, Texas

18. Force Majeure

Neither party to this AGREEMENT shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this AGREEMENT and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this AGREEMENT, written notice shall be provided to the other party within three days.

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

The University of Texas of the Permian Basin

By: _____
David Watts
President

Ector County Independent School District

By: _____
Thomas Crowe
Superintendent