



UNITED INDEPENDENT SCHOOL DISTRICT

AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding between United ISD and Laredo Community College for the Early College High School at Lyndon B. Johnson High School

SUBMITTED BY: Dr. Alicia G. Carrillo, Executive Director

OF: Federal and State Programs

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: April 20, 2016

Recommendation:

Administration recommends that the UISD Board approve the Memorandum of Understanding between United ISD and Laredo Community College to continue the Early College High School at Lyndon B. Johnson. The memorandum was initially approved for the 2015–2016 school year when the ECHS was established and it has to be approved by the board every year.

Rationale:

The United ISD/LCC ECHS was created to provide interested/qualifying United ISD students with the opportunity to either attain an Associates Degree, college hours in the Core curriculum or semester certificates. The ECHS will prepare students for successful career and educational futures through integration of high school and college courses for preparing students for the world of work. Students graduating from the ECHS will have a significant advancement on their paths towards their baccalaureate degree.

Budgetary Information:

The impact on the budget includes the cost of the TSI tests, textbooks and Chrome books. Additionally whether or not we have to pay for tuition/fees will be determined by whether the courses will be taught by qualifying UISD teachers or by LCC adjunct staff, as identified in Addendum A of the handout.

Board Policy Reference and Compliance:

Texas Education Code §29.908

Texas Administrative Code §4.161, §102.1091

19 Texas Administrative Code Chapter 102 Educational Programs Subchapter GG: Commissioner's Rules Concerning Early College Education Program

Early College High School
Memorandum of Understanding
Between

Laredo Community College and
United Independent School District

The LAREDO COMMUNITY COLLEGE (herein referred to as "LCC") and United Independent School District (herein referred to as the "School District"), acting by and through their Board of Trustees, enter into the following contract for the creation of the Laredo Community College - United ISD Early College High School (herein referred to as the "ECHS") as of March 26, 2015. Collectively the parties are referred to as "Parties."

The purpose of this agreement is to outline the collaboration of the partners, as listed above, in creating an Early College High School "School within a school" model that provides the opportunity for students in United ISD to either attain an Associates Degree, college hours in the Core curriculum or semester certificates. Students in the ECHS will include a targeted segment of students that includes subpopulations of at-risk students (as defined by PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state-administered assessment. The target segment will also include students who are historically underrepresented in college courses (e.g., first generation college goers, students of low socioeconomic status, African/American, Hispanic).

An Early College High School prepares high school students for successful career and educational futures through integration of high school and college courses for preparing students for the world of work. During their attendance at the ECHS, students will develop the knowledge and skills necessary to become critical thinkers, problem solvers and successful members of our community. Students graduating from the ECHS will have a significant advancement on their paths towards their baccalaureate degree.

Subject to approval of the ECHS application by the Texas Education Agency ("TEA"), any additional approvals that may be required from the Texas Higher Education Coordinating Board ("THECB"), and annual approval as required by law or by TEA and/or THECB, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU ("Commencement Date") and shall require an annual review beginning March 2016. Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the Agreement by that Party's governing board. Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, the renewal will be extended annually ("Renewal Term"). As used in this MOU, the term "Term" shall mean the Initial Term. The Initial Term may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU.

1. LOCATION OF EARLY COLLEGE HIGH SCHOOL

The Early College High School will be located on the campus of Lyndon B. Johnson High School.

2. The parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (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, including, without limitation, Section 29.908 and Chapter 39; (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 G; Section 102.1091; and Chapters 110- 125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) Texas Higher Education Coordinating Board ("THECB") guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used therein.

3. GOVERNANCE

- A. The ECHS established under this agreement will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an Early College High School designation. The School District will take the lead in any reporting requirements to TEA and/or the THECB and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation for substantive changes to Southern Association of Colleges and Schools.

- B. An ECHS Planning Committee will meet as frequently as needed prior to designation to plan for the process, designation application, hearing from TEA, and MOU development. The Committee shall be equally representative of the College and the School district.
- C. An ECHS Leadership Council shall meet at least yearly, or as mutually agreed to by both parties, to review and evaluate the ECHS's effectiveness. It will leverage opportunities for fund development, innovative projects, and overall sustainability. It will consist of the LCC President, Dean of Arts and Sciences, LCC Board Representative(s), and the School District's Superintendent, Associate Superintendent of Curriculum and Instruction, the ECHS Director, UISD Board representative(s), and other appropriate personnel as identified by both parties.
- D. An ECHS Steering Committee will meet at least quarterly, or as mutually agreed to by both parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the parties' respective boards. The Steering Committee will consist of School District cabinet level leadership to include the Associate Superintendent of Curriculum and Instruction, the Executive Director of High School Education, the CTE Director, the ECHS Director, the ECHS Principal, the College President, the LCC Dual Credit Liaison and other appropriate personnel as identified by both parties.

4. MARKETING AND CO-BRANDING

In exchange for its contribution to the partnership, the College reserves the right to be co-branded as follows:

- A. The full name "Laredo Community College" is to be included in the official title/name of the ECHS; for example: "Laredo Community College - United ISD."
- B. The logo and full name "Laredo Community College" are both to be included in all marketing, advertising, social media, print media, and/ or new media pertaining to the ECHS.
- C. The logo and full name "Laredo Community College" are to be included in areas designated by the LBJ campus as appropriate.

5. PARENTAL INVOLVEMENT AND OUTREACH

- A. The School District will be the lead on parental involvement and outreach efforts to ensure parents understand the ECHS concept, and that students are earning college courses which may have long-term ramifications on their college careers and federal financial aid eligibility, that high-level behavior and academic standards are expected of ECHS students, and that parents are expected to be involved in the program.

- B. School District personnel, counselors, and administrators will be responsible for all communication with parents. The College personnel will not be expected to communicate with parents.

6. BUILDING A COLLEGE CULTURE

The school District and College will establish a learning community that blends high school and college, instilling a college-going culture among the participating students. Students will be aided to:

- A. Develop a four-year high school graduation plan and a post-secondary plan;
- B. Gain college-readiness skills through academic and social-emotional support structures identified by the School District and College and provided by the School District including, but not limited to tutoring, advising, and a Summer Bridge;
- C. Participate in dual credit classes for which students receive both high school and college credit; and
- D. Have access, at least six times per year, to the same services and facilities as regular college students, including but not limited to the use of the library, computer labs, study rooms, science labs, student services, bookstore, and food services.

7. RECRUITMENT

- A. The School District will recruit 8th graders beginning no later than January of each year. The recruitment process will include, but is not limited to, a website that will provide recruitment and admission information; the distribution of recruitment/admission packets; and information meetings to explain the opportunities and commitment required of ECHS students. Information will be presented in a bilingual mode.
- B. The maximum for the cohort will be 125. Students cannot be added to the cohort following enrollment in the 9th grade.
- C. The School District and College will establish a set of expectations for the cohort seeking the Associate's Degree to be shared with students and parents.

8. CURRICULUM

- A. The ECHS shall administer a Texas Success Initiative (TSI) college placement exam (in Reading, Writing and Math) to 8th graders wishing to apply to the ECHS to design individual instructional plans and to enable students to begin taking college courses as soon as they are eligible. The school district will pay for the cost of the TSI.

- B. The School District and College will develop an articulated four-year course of study that meets the requirements of Applicable Law and represents high levels of rigor, acceleration, and support. The course of study will allow students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration into college level classes during grades 11 and 12. The College Liaison and the Director will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements and Laredo Community College. Each student will develop a high school graduation and college degree plan.
- C. The School District will be responsible for any college preparatory boot camp/bridge programs required for ECHS students. Students enrolled in these prep courses will not earn college credit toward a degree. The College will designate personnel to monitor the quality of instruction in order to ensure compliance with all Applicable Law.
- D. Within the ECHS framework, students may earn the Distinguished Level of Achievement High School Program diploma within a four-year time frame and 60 credit hours towards an Associate degree. The primary emphasis is on the Core Curriculum requirements for an Associate of Arts (AA) and Associate of Science (AS) degrees. Some students may earn college-level credit toward a Level I Certificate, which articulates with an Associate of Applied Sciences (AAS) degree. The academic plan must follow the courses and sequences defined in the program plans. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- E. The College is responsible for involving full-time teaching faculty in the process of selection and implementing College courses. This includes ensuring that course goals and standards are understood, and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. Students will participate in college-level work and may be subject to material deemed college level. The department chairs and associated Deans or appropriate administrators will monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by Applicable Law, the College, and the School District.
- F. The School District will provide all course materials at no cost to the student, including: high school and college textbooks, syllabi, course packets, and other supplemental materials.
- G. The college will maintain the same Instructional materials and editions for dual credit courses taught at the ECHS campus for a minimum of four years. The school district will purchase the texts for all dual credit courses used in the ECHS.

- H. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and all other Applicable Laws applicable to Texas independent school districts and that students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. The School District will be responsible for monitoring and ensuring the quality of instruction for the solely high school credit courses offered at School.
- I. ECHS students must meet all of the basic skills and other prerequisites for any college-level course. Based on such assessment, the College Liaison and the Director and/or Counselor will determine the forms of assistance and remediation that may be needed by a student prior to the student's enrollment in a given college-level course.
- J. In the event that a student fails a course, any tuition and applicable fees will be the responsibility of the School District. Additionally, the school district will cover fees for retakes as per district guidelines.
- K. The School District and the College will ensure that technology requirements are met by Parties for both access to courses and management of student information.

9. FACULTY

- A. All instructors teaching courses for college credit must meet the College's academic requirements as outlined by the accrediting authority Southern Association of Colleges Commission on Colleges (SACCO) Faculty Credentialing requirements. All instructors will be approved as "adjunct Instructor" faculty status by the College prior to teaching dual credit courses.
- B. The School District will provide the instructors for all college courses taught at the ECHS. Instructors will be either high school teachers with the necessary academic requirements or instructors Identified by the College. If the instructors are identified and provided by the college, the School District will pay adjunct faculty compensation (See Addendum A). The School District is encouraged to hire teachers who meet the requirements for teaching college courses and/or provide incentives to have instructors earn the college hours required for qualification, and should coordinate eligibility with the College. Students seeking the Associate's Degree will be enrolled in dual credit courses in the junior and senior year in the following order of preference: 1) face-to-face at the college, 2) face-to-face on the high school campus, or 3) online with a facilitator on the School campus. Students seeking college hours toward a certificate may access college courses on the college campus or at the ECHS campus, as agreed to by both Parties.
- C. ECHS faculty teaching dual credit classes will be evaluated annually by the School District and/or the College. Student evaluation of instruction will be a part of the evaluation process.

10. ECHS CALENDAR

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule if necessary to enable ECHS students to enroll in and attend the college-level courses provided by the College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. The ECHS calendar may vary from that of the School District in order to best fit the needs of students and reasonably interrelate with the College's academic calendar.

11. ACADEMIC POLICIES

- A. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- B. ECHS students are expected to meet academic standards for dual credit coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. Grades are awarded on a 4.0 scale at the College. High school grades will be computed from letter grades earned in College classes. ECHS students will be informed by the instructor of academic progress/grade status at mid-semester and prior to the Last Day to Drop. Students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS students concerning academic progress in high school and college courses. Faculty will follow the College policies for Early Alert and grade posting. The ECHS staff and the College liaison are responsible for monitoring these actions.
- C. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 (C average) are considered scholastically deficient and can be placed on early academic alert, mandatory intervention or academic suspension as appropriate by the College or ECHS. Grade policies are accessible on the College's eCatalog website.

12. PROFESSIONAL DEVELOPMENT

The College and School District will provide professional development opportunities to its own employees plus cross-over learning and collaboration will be planned and implemented by the Director and College Liaison. The College will provide professional development in critical thinking, leadership, and student engagement.

13. STUDENT ATTENDANCE POLICIES

ECHS students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days) are prohibited.

14. STUDENT CONDUCT

ECHS students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of school conduct of the parties. In the event of a conflict between the policies of the School District and College, the Parties will collaborate to resolve any conflict.

15. STUDENT ASSESSMENT

All ECHS students are required to participate in required state, national and federal assessments, which will be administered by the ECHS staff. The College agrees to make accommodations in course scheduling and attendance so that ECHS students are not penalized in their college credit courses for their participation in the required state, national and federal assessments.

16. STUDENT RECORDS

In accordance with Applicable Law, the School District will maintain student records pertaining to ECHS and provide to the College copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for the College to perform its obligations under this MOU. Both parties will be responsible for maintaining student records and records pertaining to the 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' education 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 ECHS students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

17. STUDENT SUPPORT SERVICES

A. Both parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The ECHS will provide academic and counseling support to the ECHS's students and their parents and work with the College Liaison in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two institutions. Students will receive the same or similar tutoring and other academic support as provided for other students.

- B. The College Liaison will work to inform the ECHS administration of students with excessive absences and academic concerns in college-level courses during the Early Alert and mid-term periods to provide for intervention for success. To promote academic success, the parties will provide counseling and academic support services as may be needed. The ECHS counselor and Liaison will work to ensure ECHS students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. The College will assist with registration for all students who are qualified to enroll in College courses.
- C. The Director and College Liaison will develop procedures for advising students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

18. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

- A. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- B. To reinforce the college-going culture, students may participate in age-appropriate activities on the college campus such as clubs and organizations, theatre performances, student activities, and other academic activities as long as participation does not interfere with the academic requirements of the ECHS.

19. TRANSCRIPTION OF COLLEGE CREDIT

College credit for each ECHS student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District staff ensures parents are aware and knowledgeable of this and other procedures regarding transcriptions of grades.

20. PROGRAM EVALUATION

- A. The School District and the College will develop a plan for evaluating and improving the ECHS program each year based on collection of data, including but not limited to: disaggregated attendance and retention rates; GPA of high-school-credit-only courses and college courses; satisfactory progress in college courses; state assessment results; SAT/ACT, PSAT scores; TSI readiness by grade level; qualifications of ECHS staff; and adequate progress toward the college-readiness of the students in the program.
- B. As the ECHS scales up to full implementation, the School District and the College will develop a plan for implementing program improvements based on the collection and review of data, including but not limited to: articulation of high

school students in four-year colleges/universities and level of entry; enrollment/retention rates, leaver codes, and attrition rates, by grade level; student participation in activities at IHE.

21. FISCAL MATTERS

- A. ECHS students will not be charged for tuition and fees and the School District will cover costs when the student is repeating a course due to failure. Tuition and fees will be agreed upon and will be provided as Addendum A, which will be reviewed annually or as needed.
- B. The School District will provide remedial or developmental courses and/or support as needed.
- C. The School District will provide all instructional materials.
- D. The School District will act as the fiscal agent for purposes of this MOU.
- E. Any transportation to and food services at the college will be provided by the School District.
- F. All personal fines, late fees, parking tickets, etc. incurred by a student on the college campus are the student's individual responsibility. The parties will determine a process for informing the School of such charges.

22. TRANSPORTATION

The School District will provide for student transportation to and from the School as required, as deemed necessary, and as appropriate under State law and School District rules and procedures. The School District will also provide transportation for all ECHS field trips.

23. STUDENT DIRECTORY INFORMATION

Upon enrolling in the ECHS, each student's directory information will become part of the College's student directory information as that term is defined by the Family Educational Rights and Privacy Act ("FERPA") and each student's information will remain subject to the Texas Public Information Act. Students may request that information not be included.

24. TERMINATION OF THE MOU

Either party may terminate this MOU through 90 days written notice to the other party. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the high school.

APPROVED BY THE BOARD OF TRUSTEES ON _____, _____, 20__.

Roberto J. Santos
UISD Superintendent

Dr. Juan Maldonado
LCC President

Ricardo "Rick" Rodriguez
UISD Board President

Judge Mercurio Martinez
LCC Board President

ATTESTED:

Aliza Flores Oliveros
UISD Board Secretary

LCC Board Secretary

ADDENDUM A

Laredo Community College – United ISD Early College High School Memorandum of Understanding Tuition and Fee Addendum

The following fee structure would be used for the Early College High School Students should United Independent School District not have the teachers to teach within the Early College High School.

1. \$50.00 per credit hour for tuition. A three-hour course would entail a tuition cost of \$150.00 dollars. (\$150.00 dollars)
2. \$15.00 flat matriculation fee paid each term per student. (\$15.00 dollars)
3. \$10.00 per semester credit hour for technology (\$30.00 dollars)
4. \$10.00 per semester credit hour for instructional support (\$30.00)
5. \$45.00 flat fee per semester dual enrollment student service fee.
6. This would bring the total cost for a three hour course to \$270.00 dollars and for a four hour course to \$320.00

If United Independent School District provides teachers who meet the required qualifications to serve as adjunct teachers of the College while teaching in the Early College High School, no tuition or fees would be charged for students enrolled in the Early College High School.