

**Memorandum of Understanding Agreement Between
Midland College
And
Midland Independent School District
Relating To
Early College High School at Midland College**

This interlocal agreement to the continuation of Early College High School is made and entered into between Midland College and Midland Independent School District beginning the fall of 2018 academic year, serving grades 9-12, located on the Midland College Campus.

1. Recitals

Whereas, MC and MISD desire to maintain a small school or learning community so the students graduate high school and complete an associate transfer degree in four years; and
Whereas, MC and MISD intend to enroll students in grades 9-12 in ECHS@MC and to provide the financial support necessary to do so, including all resources allowed by law, including state, local, and federal funds.
Whereas, the sustainability of the ECHS@MC will be the responsibility of the parties to the agreement; and
Whereas, ECHS@MC will be located on the MC campus with approximately 440 students; and
Whereas, the goals are to reduce dropout rates, attract and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide MISD students seamless transition between high school and college, and
Whereas, MISD and MC are authorized to enter into an Interlocal Agreement pursuant to Section 791.001, Texas Government Code, and
Whereas, the Agreement will provide efficiencies and cost savings to both MISD and MC and will benefit the students and taxpayers of both MISD and MC;
Now, therefore, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

2. Mission Statement: In four years all ECHS@MC students will graduate with an associate's degree and a high school diploma; all students will graduate prepared for a bachelor's degree program while demonstrating commitment to self and community.

3. Term: The term of this Agreement is for five (5) academic years commencing August 31, 2018 and concluding August 31, 2023 unless terminated earlier pursuant to paragraph 14 hereof

4. Academic Plan: An academic plan has been developed that will enable each student to earn a high school diploma and an Associate of Arts or Associate of Science Degree. College credit will be earned

through dual credit courses (and concurrent enrollment). The partners will collaborate on curriculum alignment and courses of study that facilitate dual credit offerings.

5. General Roles and Responsibilities

- A. MC will be responsible for:
 - i. Providing the classroom and office space for ECHS@MC
 - ii. Assisting with the development of class schedules that will facilitate the students' schedule of college courses;
 - iii. Assisting students with information regarding eligibility for high education financial assistance.
- B. MISD will be responsible for:
 - i. Recruiting students;
 - ii. Hiring and supporting ECHS@MC staff;
 - iii. Providing transportation to ECHS@MC;
 - iv. Developing the high school curriculum;
 - v. Operating and managing ECHS@MC
 - vi. Managing and reporting attendance;
 - vii. Administration statewide instruments under Subchapter B, Chapter 39.

6. Staffing: All staff for the ECHS@MC shall be employees of MISD. MISD shall pay all salaries and provide benefits. MC shall have no responsibility to hire, compensate or provide benefits to any of the staff at the ECHS@MC.

7. Use of Facilities.

- A. Buildings and Site: MC will provide the classroom and office space for ECHS@MC. The buildings shall remain the property of MC.
- B. Use of Facilities: MISD shall use the facilities solely for the ECHS@MC, and for no other purpose, without the prior written consent of MC.
- C. Maintenance: MC shall provide maintenance at its cost. MC will also provide custodial staff to clean and maintain the buildings.
- D. Utilities: MC shall provide and pay for all utilities used by the ECHS@MC including electricity, water, sewer, telephone, and computer networks.
- E. Insurance: MC shall insure the buildings under its property insurance policies against any casualty loss.

8. Student Services. Except as expressly set forth herein, MISD shall provide all student services for the students in the ECHS@MC including, without limitation, counseling services, transportation and all high school books and teaching materials. MC Student Services will provide students will college counseling, career testing and other guidance services available to MC students.

9. Student Discipline. ECHS@MC will be governed by the MISD Code of Conduct and state law applicable to public school students. Students will also adhere to any MC Code of Conduct to the extent it is not in conflict with the MISD Code of Conduct. Discipline issues will be addressed by the MISD staff.

10. Sexual Misconduct involving HS students and or/College faculty or students shall be addressed by both the HS and the College. The HS shall promptly report to college administration any complaints of sexual misconduct made by or against a student, employee or guest of the college.

11. Professional Staff Development. MISD shall be responsible for professional development of all full-time and part-time staff assigned to ECHS@MC, including, without limitation, instructional training, staff development aimed at working with at-risk students and technology.

12. Enrollment in college Courses. As a prerequisite to enrollment in college courses, each student shall apply for and be admitted to MC and shall have successfully completed appropriate placement exams. MC shall provide materials and support and guidance to assist students in the application process and taking of placement exams. ECHS@MC administration will determine course registration and course withdrawals.

13. Fees, Tuition and Books for College Courses. MC will waive tuition to MISD. Scholarships will be pursued to cover the cost of tuition and fees for college credit courses for each ECHS@MC student enrolled in such courses. College approved textbooks purchased by MISD may be used for the time period consistent with local College practices, but not fewer than 2 years. MISD will provide necessary college textbooks and teaching materials. MISD will also fund placement testing fees.

14. Termination. Either party may terminate this Agreement on 120 days' written notice to the other party. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework.

15. Recruiting and Selection of Students. MISD shall be solely responsible for recruiting and selecting students for the ECHS@MC. An attempt will be made to recruit an equal number of students from each high school feeder pattern and to recruit students who are economically disadvantaged, at-risk, minority, English language learners and/or first generation college students.

16. Advisory Council. MISD and MC will appoint members to the ECHS@MC Advisory Council to address any issues that arise with respect to the conduct of this program including, without limitation the instructional programs, problems or concerns, and effective coordination between MC and MISD. The Advisory Committee shall meet at least twice a year and shall consist of representatives from MC and MISD.

17. Governance Council. MISD and MC will appoint members to the ECHS@MC Governance Council to make decisions about this program including, without limitation finances, facilities and Instructional issues. The Council shall meet at least annually.

18. Liability of MC and MISD. This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. MISD and MC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents, or employees. MISD shall bear sole responsibility and liability for any claims by its students. MISD and MC expressly maintain all rights of governmental Immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

19. Grading Periods and Policies. Grading procedures and policies for high school courses will be governed by MISD policies and timelines. MC grading policies and timelines will govern college courses taken by ECHS@MC students.

20. Instructional Calendar. Students will follow the MISD calendar for all high school courses. If MISD has a scheduled holiday on an instructional day on the MC calendar, ECHS@MC students will be expected to attend all college courses they are enrolled in.

21. Student Data. MISD and MC will collect and share student data as required to facilitate admission, enrollment, financial assistance, testing, TEA designation and other reporting required by the program.

22. Provisions for Discontinuing ECHS Operation. In the event that MISD and MC decide to close the ECHS, the partners agree to develop a plan for closing the school and transitioning students out of the ECHS that is in compliance with TEA guidelines.

23. Miscellaneous.

A. Integrated Agreement. This Agreement constitutes the entire agreement of the parties respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

B. Notices. Any notice authorized or required to be given under this Agreement shall be delivered or sent to the parties at the following addresses:

Mr. Orlando Riddick
Superintendent, MISD
615 W. Missouri
Midland, Texas 79701

Dr. Stephen Thomas
President, Midland College
3600 N. Garfield
Midland, Texas 79705

C. Compliance with Laws and Regulations. The parties shall comply with all applicable local, state and federal laws, ordinances, regulations and orders.

D. Governing Law. This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in Midland County, Texas.

E. Assignment Prohibited. This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the parties.

F. Counterparts. This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

Signed and approved effective as of the date shown above.

MC:

Midland College

By: _____
Stephen Thomas, Ph.D. President

DATE

MISD:

Midland Independent School District

By: _____
Mr. Orlando Riddick, Superintendent

Date