

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

This Interlocal Memorandum of Understanding (“MOU” or “Agreement”) for the continuation of Early College High School (“ECHS” or “ECHS@MC”), a Midland Independent School District campus, serving grades 9 through 12, situated at Midland College, is made and entered into as of August 1, 2023, by and between Midland College (“MC”) and Midland Independent School District (“MISD”) (together, the “Parties”), to commence at the beginning of the 2023-2024 academic year.

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, inclusive of state, local, and federal funds; and

WHEREAS, the sustainability of ECHS@MC will be the responsibility of the Parties; and

WHEREAS, ECHS@MC will be located on the MC campus and will serve approximately 500 students; and

WHEREAS, the goals of the Parties are to reduce dropout rates, attract and better prepare students for higher education, ensure students receive the support necessary to be successful in college, and provide MISD students with a seamless transition between high school and college; and

WHEREAS, MC and MISD are authorized to enter into an Interlocal Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the MOU 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 September 1, 2023 and concluding August 31, 2028, unless terminated earlier pursuant to Paragraph 15 below.

4. Goals of Higher Education Partnership: The following goals are designed to support and align with the broader goals of the high education partnership in conjunction with the Texas Statewide Dual Credit Goals.

Goal 1: Independent School Districts and Institutions of Higher Education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

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; and
- 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; and
- vii. Administration of statewide instruments under Subchapter B, Chapter 39.

6. Funding: Fees, Tuition and Books for College Courses. MC will waive tuition to all current MISD students. 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. MISD will provide necessary college textbooks and teaching materials. College approved textbooks purchased by MISD may be used for the time period consistent with local College practices, but not fewer than two (2) years. MISD will also fund any placement testing fees.

7. 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, or up to 60 semester credit hours toward a baccalaureate degree. Associate pathways, also known as Courses of Study, include, but not limited to, the following:

- a. AS Biology Degree Pathway
- b. AS Kinesiology Degree Pathway
- c. AA Business Degree Pathway
- d. AA Criminal Justice (CRIJ) Degree Pathway
- e. AS Engineering Degree Pathway
- f. AA Psychology Degree Pathway
- g. AA Visual Arts Degree Pathway
- h. AA Teaching Degree Pathway
- i. AS Primary Care (UNT/PCPP) Degree Pathway
- j. AS Engineering (TAMU) Degree Pathway

College credit will be earned through dual credit courses and concurrent enrollment. The Parties will collaborate on curriculum alignment for dual credit offerings. MC will share any existing articulation agreements on transfer pathways that MC has established with other institutions to ensure that credits earned by students at ECHS@MC are recognized and accepted by those institutions.

8. Transcription of Credit: MC will transcribe the college credits earned by ECHS@MC students at the end of every course completion, grading period. MC grading policies and timelines will govern college courses taken by ECHS@MC students.

9. Course Delivery and Instruction: 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. ECHS students will have access to MC dual credit courses during all college sessions to meet ECHS program goals.

10. 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. 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.

Joint Professional Development will be offered to include ECHS Faculty in conjunction with MC Faculty. ECHS Advisors along with MC Advisors will be trained on MC Pathways and enrollment processes.

11. Access to Higher Education Resources:

- a. ECHS students will have access to the MC Library, MC Math Lab, MC Language Hub, Online Learning Platforms, Tutoring Services, Career Counseling and Academic Support Services, to include disability services in compliance with Section 504 of the Rehabilitation Act of 1973,

the Individuals with Disabilities in Education Act (IDEA), and the Americans with Disabilities Act (ADA), for all college courses.

- b. ECHS Advisors will provide academic and college readiness advising. ECHS will provide support services for intervention to bridge students successfully into college course completion.

12. Student Participation:

- a. **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.
- b. **Sexual Misconduct** involving HS students and or/College faculty or students shall be addressed by both MISD and MC. ECHS@MC administration shall promptly report to college administration any complaints of sexual misconduct made by or against a student, employee or guest of the college.
- c. **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, support, and guidance to assist students in the application process. ECHS@MC administration will determine course registration and course withdrawals.
- d. **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 first recruit students who are economically disadvantaged, at-risk, from minority groups, English language learners, and/or first-generation college students.
- e. **Dual Credit Class Size:** MISD and MC will work together to meet any applicable dual credit class size requirements.
- d. **Attendance.** MISD will be responsible for taking attendance for high school classes. MC will be responsible for taking attendance for college courses.

13. Data Sharing and Analysis: MISD and MC will collect and share student data including, but not limited to, the following: teacher data and student level data (including credit hours taken and earned, GPA, student academic progress, CCMR, TSIA2 scores, midterm grades, and attendance). The Parties will work in collaboration within sixty (60) days of the effective date of this Agreement in order to establish one or more policies concerning the sharing of interim student data (such as current course grades and attendance data). Good faith effort will be made to ensure that all ECHS teachers employed by MISD and ECHS campus administrators have adequate access to this interim student data.

14. 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 throughout the term of this Agreement.
- 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.

15. 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 for the then-current academic term.

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 two times per year and shall consist of representatives from both Parties.

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. Provisions for Discontinuing ECHS Operation. In the event that MISD and MC mutually agree to cease operations of ECHS, the Parties hereby agree to collaboratively develop a plan for closing the school and transitioning students out of the ECHS that is in compliance with applicable Texas Education Agency (TEA) guidelines.

20. 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:

Dr. Stephanie Howard	Dr. Damon Kennedy
Superintendent, MISD	President, Midland College
615 W. Missouri	3600 N. Garfield
Midland, Texas 79701	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. Any dispute arising from this Agreement shall be initially brought 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.

G. Amendment. This Agreement may be modified or amended only by written agreement signed by both Parties.

H. Waiver. The failure of either Party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in performance or compliance with any of the terms and conditions set forth in this Agreement.

I. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

J. Force Majeure. Neither Party will be held liable for any failure or delay in fulfilling its obligations under this Agreement due to causes beyond its reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, computer, telecommunications, internet or network failure, or any other cause beyond its reasonable control.

Signed and approved effective as of the date shown above.

(Signature Page follows)

For MC:

Midland College

By: _____
Damon Kennedy, Ph.D., President

Date

For MISD:

Midland Independent School District

By: _____
Stephanie Howard, Ed.D., Superintendent

Date