Early College High School Memorandum of Understanding

Between

Stephen F. Austin State University

And

Nacogdoches Independent School District

This Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Stephen F. Austin State University (hereinafter referred to as "SFASU"), a Texas higher education institution, and Nacogdoches Independent School District (hereinafter referred to as "NISD"), a Texas political subdivision of secondary education, pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

WHEREAS, the parties to this Agreement desire to operate an Early College High School (hereinafter, "ECHS") in the 2013-2014 academic year, serving grades 9-10, and provide Concurrent Enrollment for Academic Dual Credit College courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as defined under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

WHEREAS, services under this Agreement are targeted towards low-income students, students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language learners, students for 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, Early College High Schools are small schools with enrollments of 400 or fewer students who will be allowed to earn both a high school diploma and be core curriculum complete, or alternatively, at least 60 hours of college credit hours toward a Bachelor's degree; and

WHEREAS Early College High Schools will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;
WHEREAS, SFASU and NISD are authorized by state law to establish and enter into agreements for dual credit programs;

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

1. **Guiding Principles**: This Agreement is based on the following principles:
   a. Establishment of a mutually beneficial partnership between SFASU and NISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions
   b. Collaboration 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
   c. Provision of rigorous university readiness, dual credit, technical and early college credit courses
   d. Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully
   e. Classes and activities of the Early College High School on the SFASU campus will group and integrate students on an age-appropriate basis in campus facilities and university co-curricular activities
   f. 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

2. **Creating a University Going Culture**
   a. The Early College High School will:
      i. Participate in Generation TX Week annually
      ii. Participate in the local P-16 Council
      iii. Provide information about universities/early college high school through the district website
      iv. Meet with teachers, parents, and students regarding early college opportunities
      v. Provide professional development and training for teachers on the college and career readiness standards
      vi. Conduct a Bridge/Prep camp annually
   b. SFASU will:
      i. Provide access to facilities, services, and resources
      ii. Provide access to cultural events, lectures, and other appropriate planned special events on campus through free/reduced admission when possible
      iii. Provide access to campus tours when possible
      iv. Provide summer camp opportunities to ECHS students as they are available at the university

3. **Scope of Agreement and Limitations of Authority**: The Scope of the Agreement and the parties agree as follows:
   a. Governance:
i. The Early College High School will:
   1. Be governed by NISD and subject to NISD’s state and federal policies; and
   2. Have the autonomy to operate as a school-within-a school housed on Nacogdoches High School campus, as one grade level is added each year until approximately 240 students from grades 9 through grade 12 are served in the ECHS;
   3. Operate within the normal operating hours of SFASU during a regular school day.
   4. Provide an ISD administrator, counselor, or designee to be present on the SFASU campus during the hours in which ECHS students are on the university campus during their 9th and 10th grade years.

ii. The Principal/Director
   1. Will have the authority to implement
      a. Governance
      b. Staffing
      c. Budget
      d. Student assessment, curriculum, and scheduling
      e. Professional development
      f. Access to school and student data
      g. Parent and community involvement consistent with the mission and needs of the ECHS
   2. Will report to the NHS Principal and the NISD Superintendent
   3. Is the primary contact of and spokesman for the ECHS with the community and SFASU.

iii. The Early College Advisory Committee is comprised of representatives of SFASU and NISD and will meet at least quarterly in order to
   1. Facilitate communication
   2. Evaluate instructional and programmatic activities
   3. Identify issues and challenges and make recommendations
   4. Enhance collaborations
   5. Develop and implement academic and professional rules and procedures
   6. Develop and implement budgets and financial rules and procedures
   7. Evaluate the performance of the ECHS
   8. Supervise annual evaluation of the program and effectiveness of the collaborations
   9. Insure adherence to state and federal regulations
   10. Review, annually, the MOU and/or articulation agreements and suggest revisions as necessary
Members of the Advisory Council will include: Superintendent from the school district, ECHS principal/director, ECHS counselor, Assistant Superintendent for Secondary Education, Dean of the Perkins College of Education from SFASU, Dean of the College of Liberal Arts (or designee), IHE liaison from SFASU.

iv. The Early College Collaborative Council is co-chaired by the ECHS principal/director and the dean of the Perkins College of Education and will meet bi-monthly and as needed in order to discuss implementation issues within the school and make recommendations regarding rules, practices, and procedures at the ECHS.

Members of the Collaborative Council will include the ECHS principal/director, an ECHS faculty representative, dean of the Perkins College of Education, and IHE liaison from SFASU.

b. Awarding Credit for Courses. SFASU will award credit for courses which have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official University curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and must be at a more advanced level than courses taught at the high school level. The parties shall execute an articulation agreement or an amendment to this agreement to implement this section and will address all areas identified in section 29.908 (b-1) of the Texas Education Code.

c. Attendance & Grade Reporting.
   i. NISD will run a 6-week grading cycle where progress reports will be sent home to parents at 3-week intervals with a report card sent home at the end of each six weeks for courses taught on the NISD campus.
   ii. SFASU will report a numeric grade to NISD at the conclusion of each semester.
   iii. ECHS students will follow the SFASU policies regarding make up work and/or late work for all SFASU courses taken.
   iv. SFASU professors should refer to the ECHS IHE Liaison for any disruptive behavior or excessive unexcused tardiness or absences in order to assure that discipline procedures are followed. The Liaison will refer all issues of concern to the ECHS Principal/Director. The ECHS will be primarily responsible for student discipline; however SFASU may investigate and/or take action that it deems necessary or appropriate in response to disruptive behavior.

d. Student Enrollment & Billing,

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i. Early College High School Admission requirements will include students who are promotable to the next grade level and complete the appropriate SFASU paperwork and who satisfy the course specific TSI requirements. ECHS cohort students must also satisfy required TSI assessment scores as specified in the ECHS Designation Application.

ii. ECHS counselor will approve student course selection and communicate student information to the SFASU Admissions Office. ECHS students to be enrolled will be communicated to the SFASU Admissions Office no later than August 1, 2013, for the fall 2013 semester, by December 14, 2013, for the spring 2014 semester, and May 15, 2014, for summer school students.

iii. ECHS students in 9th and 10th grades will be enrolled in sheltered sections which will only be open to ECHS students.

iv. NISD will keep a W9 form on file with the SFASU Business Office.

v. NISD will provide a letter on district letterhead, signed by the Superintendent, stating that NISD is responsible for all tuition and fee costs of students in the ECHS cohort.

vi. The SFASU Business Office will bill NISD directly for courses taken by students in the ECHS cohort. NISD will submit payment in accordance with the instructions on the invoice, and as provided by state law.

e. Duties of University. SFASU shall have the following duties:

i. Involve full-time faculty in the appropriate disciplines to collaboratively identify courses appropriate for dual credit in the ECHS

ii. Ensure that course guidelines are followed

iii. Apply the standards of expectation and assessment uniformly in all venues where SFASU offers courses

iv. Ensure that all Core Curriculum courses are available for students’ Individual Graduation Plan for Dual Credit by the fall of 2013

v. Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable accrediting body, the University, and NISD

vi. Pay salaries of instructors who teach university courses (with the exception of those employed full time at NISD who are assigned dual credit courses in the ECHS)

vii. Provide vertical and horizontal articulation support with the ECHS Collaborative Council for ECHS students as specified by the articulation agreement through the IHE liaison.

viii. Partner with the ECHS in an orientation session for students entering the ECHS and be responsible for the following orientation topics:

1. Provide a session to complete admission forms
   a. Complete an SFASU application
   b. Review registration forms
2. Review security policies & procedures
   a. Expectations
   b. Consequences for not abiding by university expectations
3. Provide a description of student services available for all ECHS students
   a. Library Procedures
   b. ID Cards
   c. Tutorials/AARC
   d. Student services & FERPA orientation
4. University academic courses and academic expectations
   a. University professors
   b. Academic study and work requirements
   c. Homework
   d. Absences
   e. Student responsibilities
   f. Plagiarism Policy
   g. Parent role in supporting the early college student
   h. Student Code of Conduct
ix. Partner with the ECHS on an on-going basis to provide speakers and guidance for, but not limited to:
   1. Financial Aid
   2. Career Pathways
   3. Selecting a Major
   4. Personal Financial Responsibility
   5. Etiquette for classes, meetings, social events
   6. Interviewing Skills
   7. Safety on a University Campus
   8. Transitioning from high school to university
   9. Civil Responsibilities (volunteerism, community-service, etc.)

f. **Duties of NISD.** NISD shall have the following duties:
   i. Involve University Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills
   ii. Pay the salaries of the instructors employed by NISD who teach in the ECHS, regardless if the instructor is designated as University Adjunct faculty under 3e(vi).
   iii. Ensure that all ECHS courses are in the students’ Individual Graduation Plan for Dual Credit by the fall 2013 beginning with the sophomore class in the Nacogdoches ECHS.
   iv. Provide for transportation to and from the SFASU campus for face-to-face courses.
   v. Partner with SFASU in an orientation session for students entering the ECHS and be responsible for the following orientation topics:
      1. Provide an ECHS student handbook for each entering student; items to be covered should include:
a. Daily schedule  
b. Academic calendar for SFASU and NISD classes  
c. Dress code  
d. Cell phone usage  
2. Provide students with a description of campus policies  
a. Discipline code  
b. Tardy policy  
c. Transportation  
d. Food services  
e. Representation of our school on the SFASU campus  
3. Review the computer usage policy for SFASU and NISD  
a. How to gain access to university technology  
b. Review acceptable use policy  
4. Inform student of student responsibilities  
a. Commitment to academics  
b. Community service  
c. ECHS obligations  
5. Provide time for counselor to begin creating personalized four year academic plans  
g. Faculty. Faculty will be provided by University and NISD.  
i. Faculty provided by SFASU:  
   1. Must meet the University's academic requirements  
   2. Will teach University Academic Dual Credit courses  
ii. Faculty provided by NISD:  
   1. May be designated as University Adjunct faculty, however such description shall only be for the benefit of this Agreement and no employment relationship with SFASU shall exist.  
   2. Will teach high school courses  
h. Classroom and Office Facilities.  
i. Most high school courses will be conducted at Nacogdoches ECHS, with some high school courses taught by NHS staff on the SFASU campus as facilities are available  
ii. University courses may be conducted electronically at Nacogdoches ECHS or at SFASU.  
iii. NISD shall provide space as needed for the University liaison on the ECHS campus.  
iv. SFASU shall provide meeting space, as needed, for the purpose of collaboration between the IHE liaison and the ECHS principal  
v. High School students, faculty, and staff will have access to instructional and non-instructional resources available on the campus of SFASU, in keeping with the guiding principles enumerated earlier.  
vi. Students, faculty, and staff must obtain a University identification card
i. **Tuition and Fees.** According to Education Code 54.216, the SFASU Regents may waive all or part of the tuition and fees.
   i. SFASU policies regarding eligibility of economically disadvantaged students for waived application fees will be followed.
   ii. SFASU will charge and NISD will pay $25.00 per credit hour for courses offered on the SFASU campus and $50.00 per credit hour for courses offered through a distance learning platform. SFASU will charge and NISD will pay full tuition for a student who repeats a course previously failed.

j. **Books and Supplemental Materials.**
   i. Only SFASU approved textbooks, syllabi, and course outlines, applicable to the courses taught by SFASU or other instructional venues, shall apply to the courses available under this agreement.
   ii. All textbooks and supplemental materials required for classes, as determined by the agreed upon courses shall be provided by NISD.
   iii. SFASU approved textbooks and resources required for ECHS sheltered courses offered during the 9th and 10th grade may be used for multiple years, if appropriate, from the date of purchase depending on the subject.

k. **Instructional Calendar.** An instructional calendar has been collaboratively created to combine the NISD and SFASU calendars. In the event that SFASU is in session when NISD is not, Nacogdoches ISD students will attend University classes. In the event NISD is in session when the SFASU is not, students will attend NISD classes. SFASU will allow students to participate in state and national assessment days: TAKS/STAAR, Advance Placement, PLAN, and PSAT. NISD will follow the TEA and NISD guidelines regarding the academic calendar year. Should TEA offer other options for the Early College High Schools, these options will be considered.

l. **Student Code of Conduct.** Early College High School students, faculty, and staff shall adhere to:
   i. Policies of NISD at all times when on both NISD and SFASU campuses
   ii. Policies of SFASU when on the university campus
   iii. SFASU will provide the same security to high school students that it provides to SFASU students when on its campus

m. **Media and Public Relations.** Media and public relations regarding the ECHS will be managed according to SFASU protocols.

n. **Discontinuing Operation of ECHS.** If the NISD Early College High School discontinues operations after the 2013-2014 school year, this agreement will not be renewed. In accordance with designation requirements, since the Early College High School will only contain a 9th and 10th grade cohort, all students will be placed in a traditional dual credit track to complete their
final 2 or 3 years of high school. Students will be required to meet IHE admission requirements.

o. **Provisions for Collection and Sharing Student Data.**
When considering the dissemination of student data, all FERPA (Family Educational Rights and Privacy Act) guidelines will be followed by all NISD and SFASU staff. Parent initiated questions and concerns regarding dual credit coursework and student performance will be handled through the NISD staff. Parents of ECHS students will be discouraged from directly contacting the dual credit instructors from SFASU.

An annual report and other reports, as required, will be prepared and submitted to the administration of the Texas Education Agency on the progress of the ECHS under its purview. The report will be provided to participating partners and others as deemed appropriate. NISD will track ECHS student performance and completion rates in comparison to non-ECHS students.

Evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the program.

4. **Fiscal Agent.** Nacogdoches ISD will act as the fiscal agent for the purposes of this Memorandum of Understanding.

5. **Liability.** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of this Agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this Agreement. 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.

6. **Student Safety.** All members of the ECHS faculty and administration, as well as any other party connected to the program, must comply with regulations regarding the report of any and all alleged child abuse, school-related crimes, and sexual molestation. The advisory council is charged with insuring adherence to all applicable regulatory matters, whether local, state, or federal, which affect the well being of students enrolled in the ECHS, including the criminal history review requirements of Texas Education Code section 22.0834.

7. **Term.** Subject to prior termination or revocation of this Agreement as provided in section 8. of this Agreement, the initial term of this Agreement is in full force and effect for a period of one (1) year. This Agreement begins on May 1, 2013 and

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ends on May 1, 2014. It may be renewed for two-(2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SFASU shall review this Agreement and NISD may renew this Agreement upon approval of SFASU.

8. Right of Revocation. Either party may terminate this Agreement without cause on 120 days’ written notice to the other party. Termination may also occur upon the 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 SFASU, 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 shall have the right to cure the breach within the first 30 days of the 120 days written notice to terminate. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework and receive appropriate course credit.

9. Assignment. Neither party may assign their interest in this Agreement without the written permission of the other party.

10. Limitations of Authority:
   a. Neither party has authority for or 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 and any subsequently executed articulation agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between SFASU and NISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
   c. 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. Changes to this Agreement are subject to the review of SFASU’s general counsel.
   d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other’s express written approval.

11. Waiver. The failure of any party hereto to exercise the rights granted them here in 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.

12. 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.

13. Venue. Venue to enforce this Agreement shall lie exclusively in Nacogdoches County, Texas.
14. **Miscellaneous Provisions:**
   a. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, SFASU operational hours and calendar shall take precedence.
   
   b. The parties represent that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance and with any and all applicable statutes, rules and regulations. Parties to this Agreement shall comply with all Federal, State, and local laws.

15. **Notice.** Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

   Dr. Fred S. Hayes  
   Superintendent of Schools  
   Nacogdoches ISD  
   420 S. Shawnee St.  
   Nacogdoches, TX 75961  

   Dr. Richard Berry  
   Provost and Vice President for Academic Affairs  
   Stephen F. Austin State University  
   P.O. Box 6079  
   Nacogdoches, TX 75962

16. **Nondiscrimination.** Parties to this Agreement shall not discriminate in this program on the basis of race, color, sex, national origin, age, disability, religion, genetic information, or any other basis prohibited by law.
17. **Signatory Clause.** The individuals executing this Agreement on behalf of Stephen F. Austin State University and Nacogdoches Independent School District acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read and understood this Agreement. This Agreement shall not become effective until executed by each party.

EXECUTED in duplicate original counterparts effective upon the date:

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Stephen F. Austin State University

By: [Signature]

Dr. Richard Berry, Provost and Vice President for Academic Affairs

Nacogdoches Independent School District

By: [Signature]

Dr. Fred S. Hayes, Superintendent of Schools