

MEMORANDUM OF UNDERSTANDING

TIOGA EARLY COLLEGE HIGH SCHOOL

A Memorandum of Understanding (MOU) among Grayson College (herein called the College) and Tioga Independent School District (herein called the ISD) located in Grayson County in Texas (herein collectively called the partners) for the creation of the Tioga Early College High School (ECHS), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code. This MOU was originally signed in **March 2014**.

The purpose of this agreement is to outline the collaboration of the partners, as listed above, in creating a future new four-year high school called Tioga Early College High School. This agreement is a conditional agreement developed for the purpose of the Early College High School Program.

WHEREAS, the parties to this MOU desire to continue operation of the Tioga Early College High School in the fall of 2016 academic year, serving grades 9–12, and provide Concurrent Enrollment for Dual Credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

WHEREAS, the parties to this MOU 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 students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS, under this MOU, ECHS will permit students to earn both a high school diploma as well as a post-secondary credential simultaneously. A student will be able to earn at least 60 credit hours toward an Associate’s Degree or a certificate in one of various Workforce programs offered by the college.

WHEREAS ECHS 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: Grayson College and Tioga ISD are authorized by state law to establish and enter into agreements for dual credit programs;

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

I. GUIDING PRINCIPLES

The College and ISD alliance will function on the following principles:

- A. Establish a mutually beneficial partnership between the College and ISD that allows a flexible and creative response to the organization, missions, and fiscal needs of both institutions.
- B. Collaborate 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. Provide rigorous college readiness, dual credit, career and technical and early college credit courses.
- D. Address financial and budget-planning efforts collaboratively which focus on project costs incurred by partners and offer mutual assistance in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- E. Share 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.
- F. Select students based on the intent of the program and that reflect the diversity of the region.

The Early College High School will offer traditionally underserved students (at-risk, economically disadvantaged students, and first time college-goers) an opportunity to complete a high school diploma and earn up to 60 credit hours towards an Associate's degree and/or Baccalaureate degree at no cost.

ECHS will provide advanced academic opportunities, service learning, workplace internships, and college and career counseling. The initial cohort group will consist of 20-25 students, and phase in approximately 25-30 students per grade thereafter. The program will serve no less than 25 students in each grade level 9-12.

During their attendance at ECHS, students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the technical, academic and other skills necessary to achieve success in these and other areas.

II. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY:

Governance-The ECHS will be governed by ISD and subject to ISD's state and federal policies. As an autonomous small school, the ECHS will operate within the normal operating hours of the college during a regular school day, except where extra support is needed to ensure student success.

The partners have created a governance structure that includes an Advisory Board, Collaborative Council, and Campus Improvement Team for the ECHS campus.

A. The Leadership Team will:

- i. Develop and implement academic and professional policy as related to the ECHS;
- ii. Develop and implement budgets and financial policy as related to the ECHS;
- iii. Supervise the annual evaluation of the program and student success, and effectiveness of the collaboration;
- iv. Insure adherence to any state and federal regulation that affect the well-being of students enrolled in ECHS; and
- v. Review, annually, the MOU and suggest revisions as necessary.
- vi. Monitor progress on meeting the ECHS Blueprint, including reviewing data to ensure the ECHS is on track to meet the outcomes based measures.
- vii. Leadership team shall meet regularly in person or virtually with leaders from the school district and IHE who have decision making authority
- viii. Members of the Leadership Team will include from the school district: Superintendent, Assistant Superintendent, ECHS principal, CTE Director if applicable, Department Chairs, School Counselors and school business partners.
- ix. Members of the Leadership Team will include from the college will include College President, Provost, Department Chairs for core academic disciplines and the ECHS liaison.

B. The Principal will have the authority to implement:

- i. Staffing;
- ii. Budget;
- iii. Student assessment, curriculum and scheduling;
- iv. Professional development;
- The Principal will:
- v. Have access to school and student data for ECHS college students; and,
- vi. Encourage parent and community involvement consistent with the mission and needs of the school.
- vii. Report to the ISD's Superintendent;
- viii. Be the primary contact of and spokesperson for the ECHS with the community and College partners.

C. The Campus Improvement Team is a site-based advisory committee selected by the Principal. The Campus Improvement Team will meet quarterly to:

- i. To assess instructional and programmatic activities;

- ii. To identify problems, issues and challenges; and,
- iii. To make recommendations to the Principal for effective coordination and collaboration in the planning and continual development of the ECHS Program.
- iv. The Campus Improvement Team will be comprised of seven members representative of:
 - a. teachers;
 - b. parents;
 - c. community members;
 - d. business representatives; and
 - e. students.

III. ADMINISTRATION OF STATEWIDE INSTRUMENTS UNDER SUBCHAPTER B, CHAPT. 39

- A. The Advisory Board will be responsible for establishing performance standards for ECHS based on state standards and will ensure that those standards are met on an on-going basis.
- B. The ECHS will administer “a statewide assessment program that is knowledge- and skills-based to ensure school accountability for student achievement”. (TEA Code Sec. 39.022).
- C. College will award credit for courses. 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 shall be at a more advanced level than courses taught at the high school level.

IV. COURSES OF STUDY AND CURRICULUM ALIGNMENT

- A. All ECHS students will complete a Texas High School Achievement plan required for high school graduation. The College will provide access to courses that will enable ECHS students to earn a stackable credential that includes Level II Certificates, and/or at least 60 hours toward an Associate of Arts Degree. For all dual credit courses, the College will provide current course descriptions and syllabi as requested by ECHS staff and/or students. ISD will be responsible for ensuring alignment between Texas Education Knowledge and Skills (TEKS) and college course objectives in order to grant dual credit.
- B. An articulated four-year curriculum (grades 9 – 12) will be developed that meets and exceeds the TEKS to provide a seamless transition from grade level to grade level and allow students to transition from sheltered dual credit classes in grades

9 and 10, to full integration in College classes by grade 11. The curriculum represents advanced level coursework. Within this framework, students will be able to earn a high school diploma within a four-year period and up to 60 credit hours towards an associate's degree, technical certification, and/or baccalaureate degree.

- C. College liaisons will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across institutions.

V. DUTIES OF THE COLLEGE.

The College shall have the following duties:

- A. Involve full-time faculty who are teaching in the appropriate disciplines to oversee College course selection and implementation in the high schools;
- B. Ensure that course guidelines (i.e. course syllabi, learning outcomes, etc.) are followed;
- C. Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- D. Provide all faculty with Early College High School/Dual Credit Faculty Expectations and update on an annual basis.
- E. Ensure the curriculum includes the required general education courses programs offered.
- F. 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 College and ISD;
- G. Pay salaries of instructors who teach college courses;
- H. Participate in an advisory role in the selection of the ECHS principal; and
- I. Provide vertical and horizontal articulation support.
- J. Provide opportunities for professional development for faculty at the ECHS
- K. Make available to ECHS students all services offered at the college including Student Support Services and Academic Support Services.
- L. Ensure that they transcript the college credit earned through dual credit in the same semester that credit is earned.
- M. Advise students of transferability of all college credit offered and earned.

VI. DUTIES OF ISD.

ISD shall have the following duties:

- A. Involve College Faculty who teach dual credit courses in the design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- B. Pay the salaries of instructors employed by ISD who teach in the high school; and
- C. Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit.

VII. FACULTY.

Faculty will be provided by the College and ISD.

- A. Faculty provided by College:
 - i. must meet the College's academic requirements;
 - ii. will teach College Dual Credit courses.
 - iii. will be asked to take into consideration the high school's calendar, extra-curricular activities, etc. when planning for exams and due dates, as well as holidays and vacation schedules not in sync with the college's calendar.
- B. Faculty provided by ISD:
 - i. will be required to submit transcripts from a regionally accredited college or university to the department chair for the discipline in which they hope to teach. They will then be required to be interviewed by the college if they meet the requirements for becoming an adjunct faculty as per accreditation guidelines and college policies. No guarantee of approval can be offered by the college regardless of employment status with the ISD.
 - ii. will teach College Dual Credit courses as assigned by college administration after meeting all training and curriculum requirements and receiving full approval to teach a course.

In all cases, faculty will meet the standard qualification requirements of the College for all instructional staff, which are in line with the minimum standards provided by the Southern Association of Colleges and Schools Commission on Colleges.

VIII. GRADING PERIODS AND POLICIES

- A. ECHS will submit periodic progress reports to parents.
- B. College will report a number grade, at mid-term and the end of the course, for ECHS students.

- C. The ISD Grading Policy will be followed for high school courses taught at ECHS .
- D. ECHS will follow College policies for all dual credit courses taken including grading policy.

IX. ACCESS TO CLASSROOM AND OFFICE FACILITIES.

- A. The ISD has allocated space for the ECHS on the ISD campus. This space is available beginning August 2015. As the number of students increases additional space will be provided to meet these needs. Non-contiguous classrooms will be utilized for specialized facilities/programs (e.g. science labs, fine arts, physical education) and for college credit classes taught in departmental buildings.
- B. The College will provide access to all campus buildings including the Student Life Center for meetings, socialization, and cultural events at the College.

X. STUDENT SUPPORT

- A. Extraordinary steps will be taken by the partners to assist those students who may not be performing satisfactorily to succeed. Teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. In some cases, when a high school student's grade in a college course may affect their high school graduation, high school counselors may reach out to parents for additional support while ensuring student's FERPA rights are not violated. Students will also tutor each other and have access to ECHS tutors. At GC, ECHS students will have access to all student support services. To insure academic success, ISD and College will provide counseling and academic support services, as needed.
- B. The ISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS students and their parents and work with the ISD student service personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two institutions.
- C. ECHS students are required to adhere to ISD and College regulations regarding facilities and equipment usage and codes of conduct. Failure to do so will subject the student to appropriate action taken by the ISD and College, including suspension and dismissal. Students will be reminded that they must follow two

codes of conduct and that the consequences for the same offense may be different under each code.

- D. Courses will be conducted at Tioga ISD and Grayson College campuses. The ISD shall provide office space for college liaison and College shall provide office space for use by ECHS faculty and staff.
- E. High School students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.

XI. TUITION, FEES, AND TEXTBOOKS.

The College will waive tuition and fees in line with the practice for waivers for other dual credit students. Currently, the waiver includes a 50% reduction for up to nine hours of credit per semester for students on reduced-lunch, and 100% for up to nine hours of credit for those on free lunch. In all cases, the tuition and fee waiver will remain consistent with the practices for other dual credit programs. The ISD has agreed to be responsible for any non-waived tuition and fees for High School students enrolled in ECHS.

All textbooks and supplemental materials required for classes shall be provided by ISD. College approved textbooks purchased by ISD may be used for the time period consistent with local College practices. College approved textbooks purchased by Tioga ISD may be used for the time consistent with local College practices, but not less than 2 years. New and/or used textbooks, workbooks, and other text-related materials will be provided by ISD prior to the first day of each new semester. All on-site ECHS classroom technology required for instruction of dual credit courses will be provided by Tioga ISD.

Student materials (notebook, folders, pen/pencils,) will be provided by each ECHS student.

XII. RECRUITMENT AND ENROLLMENT OF STUDENTS.

- A. Student recruitment of eighth graders will occur annually.
- B. College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in ECHS.
- C. Admission to ECHS will include students served by the ISD. Recruitment efforts will focus on at-risk students, historically underserved student populations, and

first-generation college students. Students will be required to complete an application for admission. The application will serve to inform prospective students and their parents of the ECHS goals, curriculum, and support services.

- D. All students will be required to meet TSI requirements in order to be eligible to enroll in dual credit courses the same as any dual credit high school student enrolled in ISD. ECHS students must meet all the prerequisites for dual credit courses offered through College.

XIII. ATTENDANCE

ECHS students will follow the Tioga ISD attendance policy as stated in Education Code 25.085, 25.086.

College attendance rules will apply in college-level coursework.

XIV. OUTREACH TO THE TARGET POPULATION AND ADMISSION.

Steps for outreach and marketing will include:

- A. Parent programs will be held targeting fifth grade ISD students.
- B. Recruitment will be initiated with the Tioga Middle School students.
- C. A recruitment team comprised of the ECHS principal, counselor, and College liaison will spearhead all outreach efforts.
- D. Strategies for effective outreach may include the following:
 - i. Establishment of a recruitment web site that will provide recruitment and admission information;
 - ii. Distribution of recruitment/admission packets to all 7-8th grade students;
 - iii. Meetings with all 7-12th grade counselors, as applicable, to discuss the ECHS Program and clarify questions;
 - iv. Meetings with students and parents that will be held on the middle school/ high school campus that explain the opportunities and commitment required of ECHS students; and
- E. College and ISD will develop college admission requirements to allow students to begin college credit coursework during the freshman year. Other than age differences, established admissions criteria for ECHS students will be the same as for all Grayson College students.

The goal of ECHS is to admit all ISD students to the ECHS program based on college readiness.

XV. Instructional Calendar.

The College and ISD will establish an instructional calendar that is consistent with the needs and requirements of both parties. The College calendar and operational hours shall take precedence over the ISD calendar and operational hours.

An instructional calendar will be collaboratively created to combine the ISD and College calendars. In the event the College is in session when the ISD is not, ACE students will attend College classes. In the event, the College is not in session, but ISD is in session, ECHS students will attend ISD classes. ECHS will follow the TEA and ISD guidelines regarding the academic calendar year. Should TEA offer other options for Early College High Schools, these options will be considered.

XVI. Student Code of Conduct.

Early College High School students, faculty, and staff shall adhere to:

- A. Policies of ISD;
- B. Policies of the College;
- C. Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual; and
- D. College will provide the same security to high school students that it provides to College students.

XVII. MEDIA AND PUBLIC RELATIONS.

Media and public relations regarding the ECHS will be managed according to ISD and College protocols.

XVIII. INSURANCE AND INDEMNIFICATION.

To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any or all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

Parties to the Memorandum of Understanding agree to mutually indemnify, defend and hold each other harmless from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of any subcontract let under this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the acts of omissions of the other party in the performance of subcontract.

XIX. TERM

Tioga Early College High School received initial designation for the 2015-2016 school year in April 2015. This agreement shall represent an ongoing commitment between the two parties. This agreement will be evaluated annually, and changes may be made with the agreement of both parties. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.

XX. RIGHT OF REVOCATION.

Either party may terminate this MOU on 90 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or ISD, 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 MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit. Should College or ISD terminate its participation in the ECHS that entity will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination?

XXI. ASSIGNMENT.

Neither party may assign their interest in this MOU without the written permission of the other party.

XXII. LIMITATIONS OF AUTHORITY.

Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.

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.

Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

XXIII. RESPONSIBILITIES OF THE PARTNERS

A. Regulatory requirements.

All members of 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 Board is charged with insuring adherence to all applicable regulatory matters, whether local, state or federal, which affect the well-being of students enrolled in ECHS.

B. Compliance with laws.

All signatories to the Memorandum of Understanding will be responsible for complying with applicable federal, state and local laws, rules, mandatory policies, and guidelines

C. Budget.

The budget is to be prepared by the College and ISD.

D. Waiver:

The failure of any party hereto 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.

E. Venue:

Venue to enforce this Agreement shall lie exclusively in Grayson County, Texas.

F. Notice:

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

Grayson College		Tioga ISD
President's Office	(or)	Superintendent's Office
6101 Grayson Drive		
Denison, Texas 75020		Tioga, Texas

G. Transportation.

ISD will provide transportation for ECHS students to attend classes, tutorials, college visits and cultural enrichment activities.

H. Student Safety.

The ECHS Principal and Counselor offices will be located in close proximity to assigned classrooms in use by ECHS students.

I. Provisions for Collecting 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 ISD and College staff. Parent initiated questions and concerns regarding dual credit coursework and student performance will be handled through ECHS staff. Parents of ECHS students will be discouraged from directly contacting the dual credit instructors from the College.

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.

J. Sustainability.

The ISD has committed to the ECHS the use of local funds for instructional, administrative, and professional development, beyond the expenditure of start-up funds obtained through grant funding. In turn, College has agreed to provide administrative, instructional, and support services.

K. Miscellaneous Provisions:

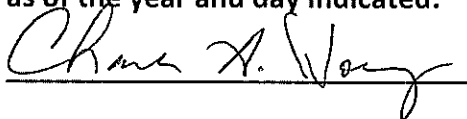
- i. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, College operational hours and calendar shall take precedence.
- ii. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
- iii. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail.

XXIV. MODIFICATION OF THE AGREEMENT

This Memorandum of Understanding may be modified and amended only by mutual agreement of the parties in writing, and any such modification or amendments shall be attached and become a part of this collaboration as if set forth herein.

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

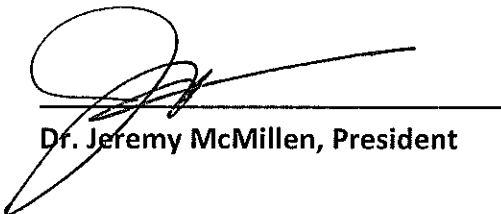
IN WITNESS WHEREOF, the partners hereto have executed this Memorandum of Understanding as of the year and day indicated:



Date 2/19/18

**Dr. Charles Holloway, Superintendent
Tioga ISD**

IN WITNESS WHEREOF, the partners hereto have executed this Memorandum of Understanding as of the year and day indicated:



Date 1/31/2018

Dr. Jeremy McMillen, President