

**MEMORANDUM OF UNDERSTANDING
BY & BETWEEN
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the "College"), and Ector County Independent School District, (hereinafter the "District") (collectively the "Parties"), pursuant to the authority granted in Section 29.908 of the Texas Education Code.

RECITALS

The Parties established an Early College High School ("ECHS") in the Fall 2018 academic year named the Ector County Early College High School (hereinafter referred to as "**Odessa Collegiate Academy**" or "**OCA**"). OCA serves grades 9-12 and provides dual enrollment for academic dual credit college courses for high school students free of charge. Prospective OCA students are screened and selected through the use of a lottery system that encourages and considers applications from all District students. All District students have an equal opportunity for acceptance, regardless of background or academic performance.

OCA has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or an associate's degree.

GENERAL TERMS & CONDITIONS

Per the requirements laid out in the TEC, the College agrees that it will do the following:

- provide dual credit at no cost to District students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

OCA students, faculty, and staff will receive a College identification card and shall have access to instructional and non-instructional resources available on the campus of OC including, but not limited to, the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

OPERATING HOURS AND INSTRUCTIONAL CALENDAR | OCA will operate within the normal operating hours of the College during a regular school day. The District will align the Program's academic calendar with the College calendar to minimize missed instructional days due to student holiday and district professional development.

FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in an annual invoice. The college and the district will review the tuition and fees annually and update as necessary.

Dual credit enrollment will be limited to courses aligned with each student's designated associate degree pathway, and the District will fund only pathway-aligned coursework. In cases where a required high school graduation course cannot be offered by the District due to the absence of a qualified instructor, the college may provide an approved TEKS-aligned dual credit equivalent. In these limited circumstances, the District agrees to fund the course to support timely high school graduation, even though it may fall outside the student's designated college pathway.

OCA will generate Average Daily Attendance (ADA) funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code. The College will generate state performance funding, which will be used to provide supplemental funding for the operations and expenditures. Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The College and the ECHS leverages Blackboard, an online learning management system (LMS), in every course regardless of modality. The LMS is used for assignments, assessments and grading. Additionally, Blackboard allows college and district personnel to monitor student pace and progress, ensuring timely intervention and support. As such, the Early College High School agrees to distribute District issued laptops to all ECHS students.

The College and the District will use existing course equivalency crosswalk agreements for each degree plan – equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

INSTRUCTORS AND CLASS SIZE | Dual credit instructors must meet the College’s academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCTECHS. The College will provide instructors who meet the College’s academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCTECHS. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval. The College uses a hybrid course modality for the majority of transfer-level courses. These courses meet face-to-face for one-half of the required college contact hours. To maintain consistency in schedules and ensure the virtual contact hours are met, students enrolled in hybrid courses will be assigned Dual Lab periods. The District will provide a certified teacher to facilitate Dual Lab class periods, monitor student pace and progress, and communicate to the District and to the College accordingly.

The District and the College will provide opportunities for OCTECHS teachers and College faculty to collaborate through planning, teaching, and professional development.

When scheduling OCA students for college and high school courses, all efforts will be made to follow the low, student-teacher ratio for high school and college class sizes. This class size limitation is consistent with the College’s philosophy of prioritizing teaching and learning. A low student-teacher ratio permits the College to leverage Advancement Via Individual Determination (“AVID”) high engagement strategies to foster a safe and open culture, promote substantive classroom dialogue, and shift classroom learning from teacher-centric to student-centered learning models. Furthermore, the District will staff the Program appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint. Being that AVID is supported by the College and the District, the Program will provide AVID as a high school course for all students.

COLLEGE ADMISSION AND ENROLLMENT IN COURSES | OCA students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCA students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on TSIA scores. OCA students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy. Continued enrollment is contingent upon OCA student’s maintaining satisfactory academic progress.

Spring 2 semesters annually but not later than the final day of the Fall Semester term 2.

DISCONTINUATION OF ECHS OPERATIONS | Should the District or College elect to discontinue the operation of OCA, the provisions for serving the students will include the following:

- Students in the 9th and 10th grade will be received by the designated comprehensive high school in the district.
- Students in 11th and 12th grade will continue enrollment at OCTECHS and in college course through scheduled graduation.

INDEMNIFICATION | To the extent required 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 that may arise in connection with any and all claims for damages, costs and expenses to a person or persons and/or property that may arise out of 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.

TERM | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year (the "Initial Term"). This MOU begins on the date of signature by both parties and continues through the Initial Term and any subsequent renewal terms. The terms of the MOU will automatically renew for two (2) additional, one-year terms unless the College or the District notifies the other party in writing that the MOU shall not renew at least ninety (90) days before the end of the Initial Term or subsequent renewed term.

RIGHT OF REVOCATION | Either party may terminate this MOU on 120 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 the District, 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 after receiving notice of 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.

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

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.

ENTIRE AGREEMENT | This Agreement represents the entire Agreement by and between

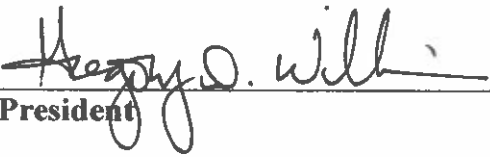
WITNESSETH

IN WITNESS WHEREOF, the Parties hereto have read, understand, and have executed this Agreement by their duly authorized representatives as of the day and year noted below to be effective on the date both Parties hereto have signed the Agreement (the "Effective Date").

EXECUTED and APPROVED by:

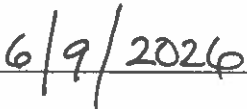
ODESSA COLLEGE

ECISD



President

Superintendent



Date

Date