



**MEMORANDUM OF UNDERSTANDING
BETWEEN
AUSTIN COMMUNITY COLLEGE DISTRICT AND
AUSTIN INDEPENDENT SCHOOL DISTRICT
(September 1, 2017 – August 31, 2020)**

The institutions named above (hereinafter "College" or "ACC" and "ISD") enter into the following agreement for the implementation of an Early College High School, as designated by the Texas Education Agency under the authority of the Texas Education Code 29.908(b) and Texas Administrative Code 102.1091.

The purpose of this agreement is to provide an opportunity for students, especially those who are low-income, first generation college goers, statistically underrepresented in higher education, and who face challenges that prohibit a smooth transition into postsecondary education, to earn a high school diploma and up to 60 hours of college credit and/or an Associate's Degree upon graduation from high school.

The Parties to this MOU desire to collaborate in the operation of an Early College High School (ECHS) program to prepare students for successful college and career transitions through the integration of high school, college, and career services with a commitment to collaboration in planning, implementation, and continuous improvement.

The services provided by this partnership are pursuant to the authorities of:

- (a) Texas Education Code 29.908(b) allows for the creation of Early College Educational Programs through an articulation agreement between Independent School Districts and Institutions of Higher Education for the purpose of providing high school students the opportunity to earn up to 60 hours of college credit and/or an Associate's Degree; and
- (b) Texas Administrative Code 102.1091 allows for the implementation of Early College Educational Programs as Early College High Schools, through an application process that includes approval and oversight by the Texas Education Agency (TEA);
- (c) Having been approved by the TEA to create an ECHS partnership, the Parties enter into this articulation agreement.



By this Agreement it is mutually understood and agreed by the Parties as follows:

1) Term

The term of this Agreement shall be three (3) years from September 1, 2017 through August 31, 2020, including an annual review. This Agreement may be extended for additional terms of one (1) or more years upon the mutual consent of the Parties, as evidenced by a written extension agreement entered into no later than August 31st. Either Party may initiate a review process of this Agreement to renegotiate any of the provisions.

2) Termination Provisions

Either Party may terminate this Agreement prior to the expiration of the term hereof for good cause. Further, the Parties may terminate this MOU by mutual agreement, reflected in a written document signed by each Party. Any termination shall include provisions for allowing ECHS student cohorts enrolled at the time of such termination to complete their college courses of study through the date of their expected high school graduation.

3) Payment

ISD shall pay for any tuition, fees, or cost of textbooks not waived by ACC. ACC shall invoice ISD each semester for services provided, as agreed upon. Payment for any invoiced amount is due within 30 days of invoice date. Delinquent payments may result in ECHS cohort students being un-enrolled from college courses.

4) Joint Responsibilities

ACC and ISD will collaborate in the planning, implementation, and evaluation of ECHS programs, processes and services through a joint Steering Committee and specialized work groups as needed. The Steering Committee will convene monthly during the first year for new early college high schools. Steering Committee meetings will convene on an agreed upon schedule for continuing schools progressing through the TEA ECHS blueprint for designated schools. Steering Committees will be comprised of college, district, and high school campus leadership staff who will collaborate to further the goals of the ECHS partnership.

5) Student Application and Acceptance

- Application and recruiting for completion of the Associate's Degree will be for 9th and 10th grade students only. Admitted students who do not demonstrate college readiness by the end of 10th grade will be removed from the ECHS program and served through ACC's dual credit options outside of the ECHS program.
- If the number of applicants exceeds program capacity, a blind lottery will be used to determine which students are accepted into the program. Students not accepted into the program will be placed on a waiting list. If an accepted student moves outside of the district or chooses not to enter the program before the semester, the next student on the waiting list will be offered entry into the program.

6) Data Sharing

- The ISD will provide the following student information for each student enrolled in the early college high school program:
 - student name (First, Middle, Last)
 - ISD identification number
 - date of birth
 - grade level
 - high school endorsement area
 - mailing address
 - high school email address
 - SAT/ACT/PSAT/TSI test scores
 - End of Course (EOC) exam scores
 - High school credits attempted and pass rates
 - High school Grade Point Average (GPA)
 - Students' TSI readiness by grade level

The above information will be provided electronically in a template provided by ACC and will be provided in a timely manner as agreed upon by both parties.

- Additionally, ISD and ACC will provide each other with ECHS faculty qualifications.
- Upon receipt of the student information, ACC may use the student mailing information to send information pertaining to ACC enrollment to the families of early college high school students. ACC may use the student test scores and endorsement areas to determine student enrollment eligibility for specialized ACC programs and to provide students with additional college admissions testing opportunities. The ISD early college high school student information may be used by ACC for student enrollment purposes.
- ACC will provide the following information to ISD following its initial entry into the program: postsecondary transition rates from ISD students to Texas institutions of higher education (taken from Texas Higher Education Coordinating Board [THECB] data); benchmark data from the prior year to show ISD student enrollment at ACC.
- ACC will provide the following annual reports to the ISD superintendent of schools and early college high school principal(s): Fall, Spring, and Summer ACC dual credit enrollments by high school; Fall, Spring, and Summer ACC dual credit student success outcomes by high school; and College and High School Relation high school program participation rates by activity.
- ACC will provide, upon written request from an appropriate school district official, information on ACC articulated credit attainment and college major selections by individual students. This information is designed to assist school personnel in educational programming, and is protected under FERPA and may not be published.



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- ACC will work with ISD to develop and use an early alert system to identify students at-risk of not completing college coursework to provide effective interventions.
- ACC and ISD will implement improvement efforts, as needed, based upon mutual review of the following data:
 - Articulation of high school students in four-year colleges/universities and level of entry;
 - Enrollment/retention rates, leaver codes, and attrition rates, by grade level; and
 - Student participation in activities at ACC.
- Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the ISD and ACC shall permit only those employees authorized to have access to the data. Both parties agree to store the data in a secure area and to prevent unauthorized access.
- This Data Sharing Agreement covers only the essential elements of a cooperative relationship; unexpected events may arise that require mutual understanding, communication, and trust.

7) Independent School District Responsibilities:

A. Program Management.

- ISD will operate the following ECHS program(s) at the following ACC campuses (Campus location subject to change based on course availability):
 - Reagan High School (Comprehensive Model) – ACC Highland Campus
 - LBJ High School (Comprehensive Model) – ACC Highland Campus
 - Travis High School (School within a School Model) – ACC Riverside Campus
 - *Eastside Memorial High School (School within a School Model) – ACC Eastview Campus
 - *Crockett High School (School within a School Model) – ACC South Austin Campus
 - *Lanier High School (School within a School Model) – ACC Eastview Campus
**pending TEA approval*



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- ISD will provide a principal or director who is assigned 100% to the ECHS and has scheduling and budget authority.
- ISD will provide an Early College High School Coordinator to oversee the administration of the program.
- ISD will administer the high school program to include the responsibility for college-readiness and high school graduation.
- ISD may provide SACSCOC-Qualified, High School Certified Faculty (SQHSCF). Additionally, ISD will ensure that there are sufficient school-district staff resources, student records support, and scheduling support necessary to deliver the agreed-upon course sections required in the ECHS program. ISD will invite ACC department representatives to participate in the hiring process for any SQHSCF the district is considering hiring to teach in an ECHS program.
- ISD will provide support to ACC faculty, as well as SQHSCF, to assist with successful program implementation. Specific aspects of the support provided will be determined in joint meetings held subsequent to the execution of this MOU. Regular meetings with ACC staff and district/campus staff will be held to ensure successful program implementation.
- ISD will provide office space and services (e.g., security, custodial, building access, mail, etc.) as needed for the ECHS program. The initial requirements for office space and support services will be determined in meetings held subsequent to the execution of this MOU. ACC will make specific requests for additional office space and support services prior to the beginning of each semester.
- ISD will coordinate with ACC staff to share information and coordinate policies regarding grading periods, courses of study, curriculum alignment, instructional calendar, scheduling of classes, student enrollment, attendance, and textbooks.

B. Curriculum, Instruction and Professional Development

- ISD will ensure the vertical alignment of college readiness skills and a college going culture for students feeding into ECHS and students currently enrolled in the ECHS.
- ISD will participate in planning to ensure that the necessary dual credit classes are scheduled in a timely manner to facilitate the goals of the ECHS.

- ISD will assist with campus orientation and information to ACC faculty who are not part of the high school faculty, and will provide information about the standards of conduct for school district faculty and any rule and regulations unique to the high school environment. ISD staff will assist ACC ECHS program staff and ACC faculty with communication and problem solving.
- ISD will provide release time as necessary for SQHSCF to attend college orientation sessions and to participate in college staff development activities as necessary to maintain good standing in the ACC academic department.
- If ISD, uses a specific college preparatory program such as AVID college program, ISD will provide program training for all ECHS staff.

C. College and Career Activities

ISD will provide support as needed for college-related activities necessary to implement the ECHS, including activities scheduled during the school day.

D. Teaching Eligibility/Staffing

- ISD will facilitate the identification of SQHSCF and their participation in the ACC faculty hiring process.
- ISD administration will facilitate adherence to requirements imposed by ACC academic departments to ensure the rigor of coursework and college level standards among SQHSCF

E. College Counseling, Guidance, and Student Services

- ISD's Guidance and Counseling Department will facilitate enrollment of students into the ECHS and in meeting all requirements to take ACC courses.
- ISD will facilitate the provision of college student support services, including electronic resources delivered via technology, for students enrolled in college courses.
- ISD will coordinate with ACC ECHS program staff, ACC faculty, and ACC staff in Student Accessibility Services (SAS) to accommodate students with disabilities enrolled in college courses, in accordance with the Americans with Disabilities Act and § 504. A high school student's Individualized Education Program developed under IDEA may not substitute for a college SAS review to establish required accommodations. ISD will provide all readers, scribes, interpreters, equipment, and other resources needed to deliver required accommodations for students in college courses located at the high school campus.



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- ISD ECHS campus staff shall visit all district middle schools and meet with all 8th graders to encourage them to enroll in the Early College High School Program.
- ISD will encourage participation in the Early College High School Program through distribution of promotional materials to middle schools, information sessions for parents, information to middle school principals and counselors, development of a marketing plan, and participation in middle school and high school fairs.
- ISD will purchase college textbooks and other required college instructional materials for participating ECHS students and will assist with the coordination for the receiving, inventory, and distribution of college textbooks for participating ECHS students. For the purposes of this agreement, ISD is allowed to buy books from the ACC bookstore whenever it is more expedient and efficient.
- ISD will purchase all necessary "blue books," scantrons, or other testing materials for participating ECHS students.
- ISD will coordinate Texas Success Initiative (TSI) testing for prospective and current ECHS students following college testing guidelines.
- ISD will ensure ECHS students receive grades within three school business days of the closure of the semester.
- ISD and ACC will review academic calendars and identify conflicting dates (holidays, exams, and national testing dates). ISD will ensure ECHS students satisfy their college attendance requirements regardless of conflicts.
- ISD will ensure open enrollment into the ECHS program through the 10th grade year. Prospective students who do not meet TSI requirements will be provided specific coursework to learn the skills necessary to successfully complete the TSI test.
- ISD will ensure that counselors hold at least two intervention meetings with ECHS students who are in danger of being dropped from the program.
- ISD and ACC will create a process for communicating faculty initiated withdrawals. ISD shall develop a plan to transition ECHS student into a high school credit recovery or other applicable program.
- ISD will work with ACC to develop and implement an early alert system to identify ECHS students at-risk of not completing college coursework and to provide effective interventions to support those students.

- ISD will provide college advisement to ECHS students each semester.
- ISD shall ensure that its Student Code of Conduct and Student Handbook requires students enrolled in the ECHS Program to adhere to all ACC enrollment, attendance, and conduct policies as specified in the ACC Student Rights and Responsibilities Handbook.

F. Finances and Transportation

- All ACC classes for the ECHS program will be taught on an ACC campus, except for the EDUC 1300 course taught on the students' home campus by a SQHSCF. ISD will provide transportation for ECHS students to and from the ACC campus for college credit classes for all semesters where students are enrolled.
- ISD will provide transportation for students to ACC campuses as necessary to support the goals of the ECHS, including a minimum of six visits per year to the college campus for ECHS students not yet taking courses on an ACC campus. These visits will allow students to participate in testing, advising, career exploration, and other possible activities to prepare them for success in the ECHS.
- ISD will reimburse the college at a flat rate of \$2,000 per section for courses taught by ACC faculty in which ECHS students are registered by cohort.
- ISD will reimburse the college at a rate of \$100 in-taxing district/\$150 out-of-taxing district per student enrolled in regular college credit course.
- ISD will pay for all salary and benefits for SQHSCF who are ISD employees assigned to teach ECHS courses.

8) Austin Community College (ACC) Responsibilities:

A. Program Management

- ACC is responsible for guiding and supporting the operation of the Early College High Schools under the direction of the ACC Executive Director of College and High Schools Relations.
- ACC will be responsible for delivery of college services and will provide support and assistance to the ISD Early College High School Program, including reporting information designed to improve ECHS student retention and completion rates.
- ACC will be responsible for all ECHS dual-credit courses working with the ISD ECHS Principal/Director or designee and ACC staff as necessary to deliver the agreed-upon ECHS program.
- ACC will provide support to ACC faculty, as well as SQHSCF, to ensure successful program implementation. Regular meetings between ACC staff and appropriate ISD staff will be held to ensure successful program implementation.
- ACC will coordinate with ISD to share information and coordinate policies regarding grading periods, courses of study, curriculum alignment, instructional calendar, scheduling of classes, student enrollment and attendance.
- ACC shall operate the ECHS program for ISD at an ACC campus to be mutually agreed upon.
- ACC will ensure use of the same textbook, to the extent possible, for the same course taught within a two year cycle starting in Fall 2017.

B. Curriculum, Instruction and Professional Development

- ACC will ensure that dual credit courses are delivered as necessary to meet the goals of the ECHS. Where necessary and agreed upon, ACC will create, to the extent possible, additional ACC class sections to facilitate the goals of the ECHS. Requests by ISD for additional class sections must comply with the timelines required by ACC for enrollment and staffing.
- ACC staff will assist high school campus staff and ACC faculty with communication and problem solving.

- ACC and ISD will facilitate SQHSCF participation in ACC orientation activities, ACC professional development and required evaluation activities, and college and student success initiatives.
- ACC will ensure that the ACC course load of SQHSCF or other faculty is adjusted as needed to deliver instruction necessary to accomplish the goals of the ECHS.
- ACC will create a program to incentivize faculty to work with the dual credit program, including partnering with ECHS teachers.
- ACC will work with ISD to develop a process for students to receive official numerical grades for courses completed to assist with the high school ranking system.

C. College and Career Activities

ACC will provide ACC institutional support for college-related activities needed to implement the ECHS, including necessary facilities for all courses for ECHS students taught on an ACC campus.

D. Teaching Eligibility/Staffing

- ACC will assist prospective ACC faculty candidates employed by ISD with information regarding the faculty hiring process, and will serve as a liaison when necessary between the ACC academic department and the candidate.
- ACC will work with ACC academic departments to encourage the hiring of SQHSCF who meet department standards for adjunct faculty.

E. College Counseling, Guidance, and Student Services

- ACC will act as a resource for ISD's Guidance and Counseling Department to facilitate the college enrollment process for ECHS students.
- ACC will ensure open enrollment, provided students seeking enrollment in the ECHS have passed TSI within the required timelines and deadlines to register and enroll in ACC courses.
- ACC will facilitate the provision of student support services, including electronic resources delivered via technology, for students enrolled in college courses.
- ACC Student Accessibility Services (SAS) will coordinate with ISD to accommodate students with disabilities enrolled in college courses, in accordance with the Americans with Disabilities Act and § 504.

- ACC will assist in providing ISD counselors with ECHS information for parents and students.
- ACC ECHS staff will collaborate with relevant ACC Departments to provide promotional and informational materials about ACC programs to ISD counseling staff, including posting materials at the ACC campuses to promote the ISD and ACC partnership and including materials at all ACC campuses where the ECHS Programs are housed.
- ACC will participate in ISD events, as appropriate, to promote the ECHS Program.
- ACC will assist with the coordination for the provision of textbooks to ECHS students.
- ACC will collaborate with campus staff and provide support for TSI testing as agreed upon for ECHS students.
- ACC will require all ECHS students to complete a midterm student self-report.
- ACC will ensure all ECHS students are given midterm grades.
- ACC will ensure final grades for ECHS students are submitted no later than the Wednesday after the semester closes.
- ACC will partner with ISD to create a process for communicating faculty initiated withdrawals.
- ACC will provide ISD with student data to assist counselors in monitoring and guiding students' academic process at least once per semester.
- ACC will provide ECHS students with access to all ACC facilities, including libraries, study rooms, learning labs, etc.
- ACC will develop new student orientation for ECHS students to review campus policies.

F. Finances

- ACC will charge ISD the amount of \$100 per course taken for students participating in the ECHS Program who reside within ACC's taxing district, and \$150 per course taken for students who reside outside ACC's taxing district
- ACC will provide each ISD employee teaching a dual credit course in the ECHS Program a stipend of \$500 per section, for required professional development
- ACC waives all lab item costs for ECHS students.



10. Miscellaneous

- This Memorandum of Understanding is not intended to confer any right upon any private person, nor does itself authorize expenditure or reimbursement of any funds by either Party.
- Nothing in the Memorandum of Understanding shall be interpreted as limiting, superseding, or otherwise affecting either Party's normal operations or decisions in carrying out its statutory or regulatory duties. This Memorandum of Understanding does not limit or restrict ISD or ACC from participating in similar activities or agreements with other entities.
- Nothing in this Agreement may be construed as creating any new personal liability on the part of any officer, director, employee or agent of ACC or ISD. To the extent legally responsible for acts of negligence, each Party shall be responsible for its own acts of negligence.
- These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement.
- No provision contained herein shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity or individual qualified immunity.
- Any notice required to be given under the provisions of this Agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States



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Post Office addressed to the other party at the following addresses:

To:
Austin Community College
Attn: Richard Rhodes, Ph. D.
President / Chief Executive Officer
5930 Middle Fiskville Road
Austin, Texas 78752

To:
Austin Independent School District
Attn: Paul Cruz, Ph.D.
Superintendent of Schools
1111 W. 6th Street
Austin, Texas 78703

- The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- This Agreement shall constitute the complete understanding of ACC and ISD, and may not be modified in any manner without the express written consent of both Parties. This Agreement supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the Parties.
- By signing the Agreement, both Parties affirm that there is no personal or financial conflict of interest between its employees and contractors or their families and the institution.
- This Agreement shall be interpreted according to the laws of the State of Texas. Venue for any legal action or proceeding related to this Agreement shall be a court of appropriate jurisdiction in Travis County, Texas.
- In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be modified to otherwise effectuate the original intentions of the Parties. This may include striking the invalid, illegal, or unenforceable provision as if they had never been contained in this Agreement, or modifying the invalid, illegal or unenforceable provisions to make them compliant without modifying the original purpose of the Parties.
- This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.
- Each person signing below covenants and warrants that he/she has authority to enter into this Agreement on behalf of their organization.



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This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement. ACC and ISD have executed and delivered this Agreement to be effective as of the Effective Date of September 1, 2017.

PC

4/25/17

Paul Cruz, Ph.D., Superintendent of Schools
Austin Independent School District

Date

Kendall Pace

4/24/17

Kendall Pace, President
Austin Independent School District Board of Trustees

Date

APPROVED AS TO LEGAL FORM

4/19/17

Richard M. Rhodes

4/17/17

Richard M. Rhodes, Ph.D., President / CEO
Austin Community College District

Date