

Memorandum of Understanding Agreement  
between  
Odessa College  
and  
Kermit Independent School District

THIS MOU {hereinafter referred to as "AGREEMENT"} is made and entered into by and between Odessa College (hereinafter referred to as "OC) and the Kermit Independent School District, (hereinafter "Kermit ISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code

WHEREAS, the parties to this AGREEMENT desire to continue an Early College High School by the fall of 2017-2018 academic year, serving grades 9-12;

WHEREAS, Services under this AGREEMENT are targeted towards low- income, first generation college goers, students who are highly motivated but have not received the academic preparation necessary to meet higher educational standards, students who are English learners, students from 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, Kermit Early College High School (KECHS) is a small school with enrollment of 400 or fewer students who earn both a high school diploma, and up to 60 hours of college credit and an Associate Degree; the parties agree to follow the intent of the Guiding Principles of the KECHS especially in providing an opportunity of dual credit classes with sufficient time for the students to complete a 60 hour Associate Degree; and

WHEREAS, the ECHS will prepare high school students for successful career and academic futures through a full integration of high school, college, the world of work, improve academic performance and self-concept, and increase high school and college/ university completion rates.

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

- 1 . Guiding Principles: The Kermit ECHS and OC will function on the following principles:

- A. A mutually beneficial arrangement between OC and Kermit ISD that allows a flexible and creative response to the organizational, fiscal and mission needs of all institutions.
- B. Collaboration in planning, implementation, and continuous improvement of the Early College High School programs including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- C. Provision of rigorous college readiness in instructional materials, academic dual credit coursework provided by OC and early college credit courses. Distance education courses and programs shall adhere to the same academic standards, policies, and rigor as those offered on campus. For OC, the programs and courses offered via distance education shall be approved through the usual college and Texas Higher Education Coordinating Board (THECB) curriculum approval processes as required. OC's curriculum development and approval process assures curricula, including online courses and programs, are under the authority of the faculty, embody a coherent program of study and are directly related and appropriate to the mission and goals of the institution.
- D. Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private foundation sources to operate the program successfully.
- E. Vertical alignment of curriculum and focus that promotes a college-going culture by all parties, teachers, college faculty, counselors, and academic advisors.

2. Scope of Agreement and Limitations of Authority:

All parties agree as follows;

A. Governance

1. The Kermit Early College High School will:

- a. Be governed by Kermit ISD and subject to Kermit ISD, STATE and FEDERAL policies
- b. Have the autonomy to operate as a school wide ECHS campus within the rules and guidelines established by the Texas Education Agency ("TEA") and Kermit ISD

- c. Operate within the hours to be established by the parties.
2. The ECHS Principal.
- a. Within the rules and guidelines established by TEA, Kermit ISD and OC will have the authority to implement:
    - i. governance
    - ii. staffing
    - iii. budget
    - iv. student assessment, curriculum and scheduling
    - v. professional development;
    - vi. access to school and student data for Kermit ISD college students with permission of OC;
    - vii. parent and community involvement consistent with the mission and needs of the school.
  - b. Will report to the Kermit ISD Superintendent or designee through the established Kermit ISD governance structure.
  - c. Will report to the Office of the Vice President for Instruction or designee on academic issues concerning Kermit ISD and OC.
  - d. Will annually evaluate and report findings of ECHS to the OC Vice President for Instruction or designee.
  - e. Is the primary contact for the ECHS with the community and OC partners.
  - f. Will be an employee of the school district. Kermit ISD will be responsible for payment of benefits.
3. The Early College High School Steering Committee'
- a. Will serve as an advisory committee to the Superintendent in establishing policies and developing a coherent program across institutions.
  - b. Will place members on the Council to include, but not be limited to, representatives of Kermit ISD, OC, parents, and community members. The specific membership of the ECHS Steering Committee will be determined by the Superintendent of

Kermit ISD and the President of OC.

- c. Will be co-chaired by Kermit ISD and OC. Chairs for the Steering Committee will be selected by the Superintendent of Kermit ISD and the President of OC respectively.
- d. Will meet quarterly.

B. Awarding Credit for Courses

OC will award for academic credit for courses which have been approved and appear in the Dual Credit Course Articulation Agreement for ECHS and any required course.

C. Duties of Odessa College:

1. Ensure that OC course requirements are followed;
2. Apply the standards of expectation and assessment uniformly in all courses offered by the ECHS;
3. Coordinate with the ECHS counselor to ensure that all OC Academic Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the midterm of their freshman year;
4. Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement for the ECHS.
5. Participate in support of the ECHS principal as appropriate and provide feedback to the supervisor of the principal; provide articulation support for transition of ECHS graduates to a four-year college;
6. Provide dual enrolled students access to the instructional and digital resources available on the campus of OC and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled.

Number of Credit Hours taken and earned;

...all Early College High School students in Grade 9, 10, 11, or 12 who are defined and identified by TEC, §29.081, will be provided a course of study that enables the participating student to receive both a high

school diploma and either an associate degree, a certificate, or at least 42 credit hours toward an associate degree through the Core Completion Certificate.

7. Select, supervise, and evaluate instructors of OC dual credit college-level curricula offered for college credit through ECHS.
8. Provide workshops for both Facilitators (district staff/teachers who work with the ECHS students on site) and for OC faculty of record who do the online instruction as to the methodology and pedagogy of the courses.
9. OC shall introduce AVID elements in all courses to ECHS students.
10. Provide support for case study and evaluation on role and impact of virtual dual credit created in partnership with the OC College of Education.
11. Pay the salaries of OC instructors who teach dual credit coursework to KECHS students.
12. Provide students an opportunity to evaluate courses delivered via distance education using the course evaluation procedures in effect for campus-based courses.
13. Policies regarding eligibility of ECHS students for higher education financial assistance, specifically assistance or waivers for tuition and fees.
14. Provide security for ECHS when they are on OC campus.

D. Duties of Kermit ISD:

1. Be the fiscal agent and manage any funding for the ECHS and will submit budget amendments as necessary;
2. Involve OC faculty in the design and implementation of all dual credit courses at ECHS to assure that course goals enable students to match the requirements of the Texas Higher Education Coordinating Board and Texas Education Agency;
3. Pay the salaries of Kermit ISD teachers who teach non-dual credit instruction to KECHS students;

4. Provide transportation to and from the student's zoned high school to the OC campus; as mutually agreed;
5. Provide all technology needs for the ECHS students;
6. Ensure that all Kermit ISD high school courses are in the students' Personal Graduation Plan by the end of the midterm of their Freshman year; use the Foundation High School Program (Chapter 74. Curriculum Requirements) as the default graduation program for students.
7. Assess student college readiness. For this assessment, Kermit ISD may use any instrument otherwise approved by the State of Texas Success Initiative purposes in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part I, including, but not limited to STAAR, EOC, ACT scores, and SAT scores. After assessment, Kermit ISD will, using OC guidelines, determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness. The Family Educational Rights Privacy Act (FERPA) guidelines will be followed for all students regardless of instructional environment. Submission of student work online creates an academic record that is subject to FERPA. Online posting of grades must not be viewable to other members of the online class. Exemplary works may be posted with individual student permission. Instructors must not compel online students to reveal private information to classmates. Instructors assign discussions of private information but must respect individual student requests to not post information for class viewing. Private information includes full name, physical address, birth date, birth place, social security number, gender, race, color, marital status, religion, citizenship, immigration status, physical image, information about family, or information a student considers too sensitive to share.

#### E. Joint Duties

Kermit ISD and OC are jointly responsible for the development and implementation of an evaluation process to determine the effectiveness of ECHS. Measures of effectiveness will include, but are not limited to, student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, graduation rates and college courses completion rates).

F. Faculty

Faculty provided by Odessa College;

- a. Must meet the college's academic requirements; Faculty teaching distance education courses will meet the regular qualifications stipulated by OC policies, THECB, SACSCOC, DOE and other accrediting bodies to which the programs are subject. Only qualified faculty members shall teach courses delivered via distance education. Department chairs and deans are responsible for scheduling courses and hiring and evaluating distance learning faculty in the respective disciplines under their supervision.
- b. Will teach dual credit courses, will also agree to attainment by allowing students to earn an amount of college credit in high school by having a policy to ensure IHE transcripts the college credit earned through dual credit in the same semester that credit is earned. There will also be established policies regarding IHE advising students as to the transferability and applicability to degree plans of all college credit offered and earned.

Faculty provided by Kermit ISD;

- a. Will teach high school courses in the ECHS;
- b. May be designated as OC adjunct faculty to teach dual credit courses, if credentialed.

G. Classroom and Facilities

1. Classrooms for all virtual courses will be at Kermit ISD.
2. Dual enrolled students will be issued an OC identification card for access to library/LRC and other resources on the OC campus. OC Online Students are in every respect OC students and, as such, will be eligible to receive a Wrangler Card.
3. Kermit ISD will solely bear the cost of any remodeling of space that maybe required meeting the specific needs of the ECHS.
4. Kermit ISD, through Kermit ISD budget, will be responsible for the costs associated with the maintenance, repair, and use of spaces for the ECHS.

5. Kermit ISD through the Kermit ISD budget will be responsible for all other operating costs such as telephone, utilities, custodial and any other operating costs associated with Kermit ISD

H. Tuition and Fees

KISD will reimburse OC comparable to reduced tuition and fees for ECHS college courses, assuring no cost is passed on to students.

I. Books and Supplemental Materials

1. Courses offered for dual credit will be identified as college-level courses. Instruction and materials for dual credit will be at the equivalent level used for the identical course taught on the main campus of the college.
2. All materials and textbooks will be the responsibility of Kermit ISD.

J. Recruitment and Enrollment of Students

1. Students will be recruited from all currently enrolled Kermit ISD students in the school district.
2. Students enrolled in the ECHS will comply with all expectations of compliance in the rules and policies of the District Code of Conduct and the Zero Tolerance Letter signed by the student and parent.
3. Students enrolled in dual credit coursework will comply with all policies from Kermit ISD and the policies of OC including but not limited to residency and attendance requirements of OC and Kermit ISD.
4. OC will assist with recruitment, enrollment and retention, as necessary, of all students selected for the KECHS.

K. Instructional Calendar

OC and Kermit ISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by Kermit ISD and OC shall be followed by ECHS.



L. Student Code of Conduct

ECHS students, faculty, and staff shall adhere to the:

1. policies of Kermit ISD;
2. policies of OC;

M. Media and Public Relations

Media and public relations regarding the Early College High School will be managed according to Kermit ISD and OC protocols.

3. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, OC indemnify Kermit ISD against claims arising out of this AGREEMENT that result from OC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, Kermit ISD will indemnify OC against claims arising out of this Agreement that result from Kermit ISD's intentional or negligent acts. 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.

4. Term

Subject to prior termination or revocation of this AGREEMENT as provided in section 5 of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of one year commencing on August 2017 and terminating on June 2018. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, OC and Kermit ISD shall review this AGREEMENT and may renew this AGREEMENT on approval of OC and Kermit ISD.

5. Right of Revocation

Either party may terminate this AGREEMENT on 120 days written notice to the other party. Termination may occur immediately upon the material 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 OC and Kermit 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 AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their coursework.

6. Assignment

No party may assign their interest in this AGREEMENT without the written permission of the other party.

7. Limitation of Authority

- A. No party has authority for and 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 represents the entire AGREEMENT by and between the parties and supersedes all previous letters, understanding or oral agreements between the OC and Kermit ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No party may make, revise, alter, or otherwise diverge from the terms, conditions policies which are subject to this AGREEMENT without a written amendment to this AGREEMENT. Changes to this AGREEMENT are subject to the approval of the OC and Kermit ISD Legal Departments and Boards of Trustees.
- D. No party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

8. Waiver

The failure of any party 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.

9. 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.

10. Venue

Venue to enforce this AGREEMENT shall lie exclusively in Winkler County, Texas.

11. Miscellaneous Provisions

- A. Parties to this AGREEMENT shall comply with all Federal, State and local law.

- B. If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Early College High School programs during the term of this AGREEMENT, the new guidelines shall prevail and shall cause the parties to execute an amendment to the AGREEMENT, if necessary.

#### Notice

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

Odessa College  
Dr. Gregory Williams  
President  
Odessa College  
201 W. University  
Odessa, TX 79764  
(432) 335-6410

With copy to:  
Valerie Jones  
Vice President for Instruction  
of Odessa College  
201 W. University  
Odessa, TX 79764  
(432) 335-6683

Kermit Independent School District  
Dr. Denise Shetter  
Superintendent  
Kermit Independent School District  
601 S. Poplar St.  
Kermit, TX 79745  
(432) 586-1000

With copy to:  
Roxana Espino  
Instructional Auxiliary Coordinator  
Kermit Independent School District  
601 S. Poplar St.  
Kermit, TX 79745  
(432) 586-1060

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

#### 12. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

#### 13. Signatory Clause

The individuals executing this AGREEMENT on behalf of the OC and Kermit ISD acknowledge that they are duly authorized to execute this AGREEMENT on behalf of their respective principals. All parties hereby acknowledge that they have read this AGREEMENT and understand its terms.

#### 14. Amendment

The Parties to this MOU acknowledge that the Kermit Early College High School program anticipated by this MOU is in the implementing stages of development. The parties further understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms

of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

15. Safety

If any high school student, instructor, employee of Kermit ISD or administrator should experience an accident or sudden illness while on the premises of OC, the response to such incidents will be based upon the guidelines, and procedures, operation of OC and School District regulations. Upon mutual agreement, OC may require the School District to provide ISD security personnel, when requested by OC.

16. Confidentiality of Student Records:

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). FERPA and School District Board Policy series FL, all records relating to KECHS students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy services FL. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

17. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Winkler County, Texas

18. Force Majeure

Neither party to this AGREEMENT shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this AGREEMENT and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this AGREEMENT, written notice shall be provided to the other party within three days.

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

Odessa College

By: Gregory Williams date: 4-28-17  
Dr. Gregory Williams  
President

Kermit Independent School District

By: Denise Shetter date: 5/2/17  
Dr. Denise Shetter  
Superintendent