

Memorandum of Understanding
between Lamar Institute of Technology
and Silsbee Independent School District
for operation of Silsbee Early College High School 2020-2021

This agreement is made and entered into between the Lamar Institute of Technology (LIT) and the Silsbee Independent School District (SISD) for the purpose of developing the Silsbee Early College High School. This agreement describes the governance and operation of Silsbee Early College High School (ECHS).

I. Partnership support for Early College High School

- A. Establish an agreement between LIT and Silsbee ISD to provide for a select population of SISD students a unique educational opportunity to attend both high school and college in an environment that will challenge students to excel in their academic and personal endeavors. Students will have the opportunity to earn a high school diploma and a two year Associate Degree upon high school graduation.
- B. LIT and SISD intend to enroll eligible students in grades 9-12 in to the ECHS and to provide financial support necessary to do so, including all resources allowed by law.
- C. Provide college readiness, dual credit, and college credit courses for cohorts of approximately 40 students per grade for students in grades 9-12 who are at risk of dropping out of school, including low-income or economically disadvantaged, first generation college students, and English language-learners.
- D. Collaborate in planning, implementation, and continuous improvement of ECHS programs, including the selection of faculty and staff; curriculum development, training, and student services.
- E. Collaborate financially to address costs to both institutions and assist each in obtaining necessary funds from local, state, federal, and private/foundation resources to support successful operation of ECHS.

II. General Information

- A. The ECHS will be established at Silsbee High School. Academic credit or technical courses may be provided at Silsbee High School or at LIT.
- B. The term of this agreement is for one year upon signature by both parties and concluding May 31, 2021 and may be renewed or extended by the partners based on mutual consent of both parties. This agreement may be amended by mutual written agreement of both parties. Both LIT and SISD reserve the right to terminate this agreement, with or without cause, upon service of 60-day written notice to the other party.

- C. It is the intent of the parties that no termination shall be made during the middle of the school year, which will disrupt the academic process for the students of Silsbee ECHS, unless the parties mutually agree. If the term of this Agreement is terminated, Silsbee ECHS will continue to operate for two more years to allow the students who have started working on their Associate's Degree time to finish. Freshmen and sophomore students will have to return to their home campus to finish their high school degree plans.
- D. ECHS shall be governed by SISD and LIT policies and is subject to statutes and corresponding regulations set forth by the State of Texas as well as the federal government. The principal of ECHS will report to the superintendent for SISD.

III. Instructors and Faculty

- A. All personnel instructing ECHS students must meet the criteria set forth by Lamar Institute of Technology and the State of Texas and Southern Association of Colleges and Schools Commission on Colleges and follow policies and procedures set forth by SISD, including verification of state certification requirements in their teaching field.
- B. LIT and SISD will verify the credentials of all adjunct or full-time faculty teaching dual enrollment courses that receive both high school and college-credit, or college-credit only.
- C. LIT will provide a master syllabus for each college-level course, and the instructor shall follow the approved syllabus.
- D. LIT and SISD faculty must meet each semester to review the curriculum, methodology, schedules, and student evaluation.
- E. LIT will provide in-service for ECHS faculty teaching courses for dual credit.
- F. Instructors must comply with all applicable rules governing attendance, classroom management and record keeping while conducting courses on the high school campus.

IV. Curriculum Alignment and Course of Study

- LIT and SISD will collaborate to ensure that ECHS students have access to a course of study that enables students to earn a high school diploma and an associate's degree by the date of their high school graduation.
- A. LIT and SISD will assist with identification of approved dual credit courses and creation of articulation agreements.
 - B. LIT and SISD faculty will meet each semester to review the curriculum, methodology, schedules, and student evaluation.
 - C. LIT and SISD will monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the State of Texas, Southern Association of Colleges and School, LIT and SISD.

V. Instructional Calendar

LIT and SISD will work collaboratively to ensure that students have access to the courses they need each semester and at a time of the day that will facilitate successful graduation from high school and LIT.

- A. LIT will share its instructional schedule and calendar with SISD at the earliest possible date.
- B. Dual enrollment courses taught by LIT faculty and SISD faculty will be taught in accordance with the LIT schedule and calendar or as agreed upon by SISD and the LIT Executive Vice President.
- C. All courses taught for dual credit must meet the instructional minutes required by the Texas Higher Education Coordinating Board.
- D. SISD will educate ECHS students regarding the LIT calendar as it compares to the SISD calendar.
- E. LIT will allow ECHS students to enroll in summer school and mini-sessions only in extraordinary circumstances.
- F. SISD will evaluate each student's ability to successfully complete courses delivered in shortened sessions and online, and grant permission only to those students most likely to succeed.

VI. Administration of statewide instruments

SISD will administer all statewide assessment instruments in accordance with TEC Subchapter B, Chapter 39. College instructors will be notified at least two months in advance of the assessment.

VII. Enrollment in College Courses

- A. As a prerequisite to enrollment in college courses, each student shall apply to LIT and successfully complete appropriate placement exams. Silsbee ISD will prepare and administer placement exams.
- B. Students are recruited from the SISD eighth grade according to the recruitment and admission timeline as established by SISD and LIT.
- C. Admission will be based upon application and selection rubric as established and administered by SISD. A lottery selection process, established and administered by SISD, will be used should eligible candidates exceed the number ECHS is designed to serve.

VIII. Fees, Tuition, and Books for College Courses

- A. SISD will be charged dual enrollment rates for ECHS according to TSUS Board of regents Policies.
- B. SISD will provide necessary college textbooks and teaching materials for all core curriculum requirements and necessary elective credits to complete an Associate Degree. LIT will provide timely and accurate information regarding required and supplemental textbooks, supplies, and electronic access codes for all college courses

listed in the Agreement. Textbooks selections for core curriculum courses will remain constant for at least two years.

- C. SISD will also fund placement testing fees for TSI testing. Transportation to LIT will be provided by SISD when necessary and during normal school hours.
- D. SISD will invoice LIT for the use of its educational facilities and property to offset any tuition fees that do not exceed the invoiced amount for students participating in the Silsbee Early College High School (ECHS) Program.
- E. LIT shall not be required to pay the invoiced amount that exceeds Silsbee ISD tuition fees.
- F. LIT shall only charge tuition fees to Silsbee ECHS students when tuition costs exceed the invoiced amount provided by Silsbee ISD.

IX. Grading

The ECHS student will receive a grade report at each semester from LIT and SISD.

- A. Grading will be consistent with the grading policy in the LIT course syllabus. Audit grades are not allowed.
- B. Student grades will be reported to SISD at the end of the semester to the person or office designated by SISD to receive this information.
- C. Final grades for students shall be submitted electronically by the faculty member teaching the course according to the LIT Grade Reporting Process and the LIT Academic Calendar.
- D. Numerical grades will be reported to SISD as requested for students registered for dual enrollment classes on the LIT campus.

X. Advisory Council

An Advisory Council, comprised of representatives from LIT and SISD, will meet at least twice a year to facilitate communication; evaluate instructional data, activities, and programs; identify issues and challenges; and ensure continuous improvement of educational services and institutional effectiveness as it pertains to ECHS. Members of the Advisory Committee will include:

- A. LIT Representatives: Dean of Strategic and Workforce Initiatives, Dual Credit Director, faculty representative, online learning representative
- B. SISD Representatives: Curriculum Director, ECHS Principal, ECHS Liaison, one ECHS instructor

XI. Student Services

LIT and SISD are committed to provide adequate support services to facilitate student success.

- A. Disability support services as required by state and federal law will be coordinated with LIT and SISD.
- B. LIT will provide ECHS students access to library services, computer labs, skills labs and study areas to support academic endeavors.

- C. SISD will provide ECHS students with appropriate counseling, academic advising, and career planning to establish a clear pathway to a college degree while also completing high school in addition information regarding academic transfer pathways beyond an associate's degree.
- D. SISD will provide each ECHS student an individualized graduation plan and provide interventions for students in poor academic standing.

Dr. Lonnie L. Howard, President Date
Lamar Institute of Technology

 10-7-20

Dr. Gregg Weiss, Superintendent Date
Silsbee Independent School District

Review LIT SPS 9-12-19

MEMORANDUM OF UNDERSTANDING
COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES
SILSBEE HIGH SCHOOL
AND
LAMAR INSTITUTE OF TECHNOLOGY (LIT)

This Memorandum of Understanding (MOU) is entered into as of the 10th day of September 2020 (the "Effective Date") between Silsbee High School Silsbee, Texas, a Texas location and Lamar Institute of Technology (LIT), a two-year college located at 855 E. Lavaca St., Beaumont, TX 77705.

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

WHEREAS, the parties have agreed to enter into a collaborative agreement for students who are deemed not to be college ready per House Bill 5, Section 10;

WHEREAS, Silsbee High School and LIT jointly recognized an opportunity to create seamless pathways for students to enter into college level work in mathematics and English language arts;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Silsbee High School and LIT, intending to be legally bound, agree as follows:

1. Scope of Services. Silsbee High School and LIT agree to collaborate to develop and maintain developmental mathematics and English language arts courses that meet the terms of this agreement as outlined in the Support and Services section of this MOU. Silsbee High School and LIT will meet regularly to maintain the integrity and evaluate the effectiveness of the program.
2. Term. The initial term of this MOU shall begin on September 10, 2020, and continue for a period of two (2) years. Thereafter, LIT may review this MOU annually for subsequent one (1) year term renewals by delivering written notice to Silsbee High School. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.
3. Support and Services. Silsbee High School and LIT agree to the following conditions:
 - A. LIT agrees to the following for both the mathematics and English language arts courses:

- i. To share aggregate data and feedback regarding student success on entry-level college mathematics and English language arts courses;
 - ii. To train advisors to recognize the Silsbee High School college preparatory mathematics and English language arts courses on school district transcripts as being equivalent to LIT courses designed to prepare students for college level courses in mathematics and English;
 - iii. To ensure that eligible students qualify to enroll in appropriate college level mathematics, English language arts courses, and all other college level courses that require mathematics and English language arts college readiness;
- B. LIT agrees to the following for the college preparatory mathematics courses:
- i. To share the expected Student Learning Outcomes for Intermediate Algebra [TMTH 0375].
 - ii. To share the syllabi for the course being offered.
 - iii. To help coordinate regular meetings between the LIT faculty and Silsbee High School faculty teaching the course.
- C. LIT agrees to the following for the college preparatory English language arts course:
- i. To share the Student Learning Outcomes for Integrated Reading/Writing [INRW 0373] courses;
 - ii. To share the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis).
 - iii. To help coordinate regular meetings between the LIT faculty and Silsbee High School faculty teaching the course.
- D. Silsbee High School agrees to the following for both the mathematics and English language arts courses:
- i. To identify students who are not college ready as stated in HB5;
 - ii. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - iii. To follow the approved LIT master syllabus;
 - iv. To provide curriculum for the course that is consistent with LIT Student Learning Outcomes;
 - v. To provide highly qualified instructors for the courses being taught;
 - vi. To identify successful completion of the course(s) on the student's transcript as determined by the State of Texas PEIMS number;
 - vii. To require students to pass final exam approved by LIT as a measure of successful completion.

- E. Silsbee High School agrees to the following for the college preparatory mathematics course:
 - i. To teach a math course designed to prepare students for College Algebra [MATH 1314].
 - ii. To meet regularly with LIT faculty.

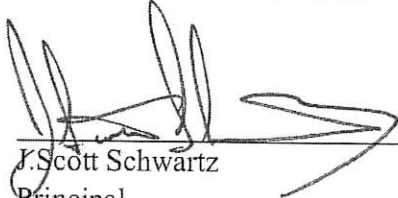
- F. Silsbee High School agrees to the following for the college preparatory English language arts course:
 - i. To teach a Reading and Writing course designed to prepare students for Composition I [ENGL 1301] that focuses on critical reading and college-level writing;
 - ii. To meet regularly with LIT faculty.

4. Indemnification

- A. To the extent authorized by Texas Law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgements, liability, loss, damage, court costs or expenses of any kind, which each part, its officers, employees or agents, may incur arising from the negligence of the other party during performance of any provision of this agreement or from the activities of Silsbee High School and LIT personnel, students, faculty as aforesaid under provision of the MOU.

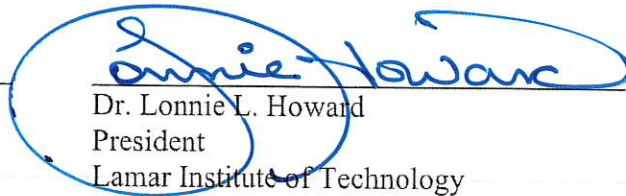
Executed this 11th day of September, 2020.

SILSBEE HIGH SCHOOL



J. Scott Schwartz
Principal
Silsbee High School

**LAMAR INSTITUTE OF
TECHNOLOGY**



Dr. Lonnie L. Howard
President
Lamar Institute of Technology

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