MEMORANDUM OF UNDERSTANDING
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), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

The parties to this MOU desired to establish acareer and technical education Early College High School (CTE ECHS) in the fall 2015 academic year to be named Odessa Career and Technical Early College (hereinafter referred to as OCTECHS), to serve grades 9-12, and provide dual enrollment for career and technical dual credit college courses for high school students free of charge. Prospective OCTECHS students may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

OCTECHS 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 and an associate's degree. The ECHS will:

- provide dual credit at no cost to 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.

Furthermore, the district and the college will:

- Establish a mutually beneficial partnership between College and ECISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- 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.
- Commit to financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private and/or foundation sources to operate the program successfully.
- Provide classes and activities of the Early College High School on the OC campus with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- Commit to shared 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.

- Select of students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in OCTECHS will be enrolled courses of study which enable the student to combine high school courses and college-level courses to complete an applied associate degree or at least 60 semester credit hours toward a workforce ready degree or an applied baccalaureate degree. The College will offer the following courses of study:

- Associate in Applied Science
    - Automotive Technology
    - Business Leadership
    - Criminal Justice
    - Culinary Arts
    - Diesel Technology
    - Energy Tech: Instrumentation & Electronics Technology
    - OSET: Occupational Safety & Environmental Technology
    - Welding Technology
    - Paralegal
    - Construction Management
    - Child Development

The dual credit college courses for high school students will be offered 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.

LOCATION
OCTECHS is located at:
Odessa College
201 W University Blvd
Odessa, TX 79764

High school and college courses will be conducted at OC. The College shall provide office and classroom spaces for use by ECHS faculty and staff. The College and the District will review invoiced facility fees on an annual basis and update as necessary. The College will invoice the district annually in May. OCTECHS students, faculty, and staff 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.

OCTECHS students, instructors, and staff will receive a College identification cards, and will have access to instructional and certain agreed upon non-instructional resources and services available on Campus. 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 | OCTECHS will operate within the normal operating hours of the college during a regular school day. The District will align the ECHS 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.

OCTECHS 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 contact hour 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 District will provide transportation (school bus) to students enrolled at OCTECHS as required under State law and School District rules and procedures.

The District will provide meals for students as appropriate under State and Federal Law and School District rules and procedures. OCTECHS students may purchase food from the College's food service provider.

TESTING | The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSIA college placement exams will be coordinated, scheduled and provided by the College free of charge.

GRADING | Grading periods and policies are delineated in the ECISD Student Handbook which is found online at www.ectorcountyisd.org. The College grading periods and policies are delineated in the College Catalog which is found online at www.odessa.edu.

College instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student. The College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. The

College agrees to report a grade for each student to the District at each nine weeks grading interval. The College and District agree to share necessary student records as appropriate for scheduling and advising of students.

The College recognizes that District's students participating in these classes may also participate in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

OCTECHS students are expected to meet academic standards for coursework completed at the high school and at the College. Students who do not meet satisfactory academic progress outlined by the District and the College are subject to academic intervention and remediation including academic probation and academic suspension. Academic probation and suspension may limit continued enrollment in college courses and may result in removal from OCTECHS.

CURRICULUM ALIGNMENT | OCTECHS and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete a workforce ready Associate of Applied Science degree or at least 60 credit hours towards an applied baccalaureate degree during grades 9-12. OCTECHS will provide students with academic, social, and emotional support in their course of study. The College will regularly update the OCTECHS principal regarding College curricular changes. OCTECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The college and the district will use existing course equivalency crosswalk agreements for each degree plan – equating highs 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 meets 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 ECHS and to the College accordingly.

OCTECHS and the College will provide opportunities for OCTECHS teachers and higher-education faculty to collaborate through planning, teaching, and professional development.

When scheduling ECHS 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 size due to facility limitations and program requirements. This is consistent with the college's philosophy of prioritizing teaching and

learning while leveraging AVID high engagement strategies to foster a safe and open culture, with high expectations for teachers and students, and collaboration in all learning spaces. Furthermore, the district will staff the ECHS 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 ECHS will provide AVID as a high school course for all students.

COLLEGE ADMISSION AND ENROLLMENT IN COURSES | OCTECHS 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.

OCTECHS students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based TSI scores. OCTECHS 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 OCTECHS student's maintaining satisfactory academic progress.

DATA SHARING| FERPA allows protected student data to be exchanged between the College and the District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the District are expected to meet FERPA requirements to maintain the privacy of student data.

The College and the District will identify student data reports that are critical to student success, and will provide data reports upon request or per a data timeline. District and College personnel will be responsible for securely distributing and receiving data via a secure process. Student level data shall not be shared outside without prior authorization from the data source.

ADVISING AND TRANSFERABILITY | The College's ECHS liaison will provide comprehensive advising and pathway planning services for OCTECHS students. The ECHS liaison serves as the designated College support services staff and will provide orientation, advising, registration, and college bound programming, as well as coordination of Section 504 of the Rehabilitation Act and the Individual with Disabilities Education Act. The ECHS liaison serve as the academic early alert liaison for college faculty teaching ECHS courses, and will work closely with the OCTECHS principal and counselor to provide student, academic intervention and remediation as necessary. Each ECHS will have a designated liaison.

The College will advise OCTECHS students as to the transferability and applicability to applied baccalaureate degree plans of all college credit offered and earned.

ATTENDANCE IN COLLEGE COURSES | OCTECHS students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

STUDENT CONDUCT | OCTECHS are subject to discipline and appropriate sanctions up to and

including suspension and expulsion from the College. The student code of conduct and sanctions are outlined in the College student handbook. OCTECHS students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the District. Further, Odessa College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

DISCONTINUATION OF ECHS OPERATIONS | Should the District or College elect to discontinue the operation of the OCTECHS 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 permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any 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.

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. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. 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, OC shall review this MOU and ECISD may renew this MOU on approval of OC.

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 OC, 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.

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 an 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 OC and ECISD. 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.

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.

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.

VENUE | Venue to enforce this Agreement shall lie exclusively in Ector County, Texas.

MISCELLANEOUS PROVISIONS | Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, OC operational hours and calendar shall take precedence.

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.

If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

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

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

ODESSA COLLEGE	**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
Henry D. Wilson	
President	**Superintendent**
7/2/24	6-19-24
Date	**Date**

ODESSA CAREER & TECHNICAL EARLY COLLEGE HIGH SCHOOL | INVOICE – Academic Year 2023-2024

During each academic year, the ECHS, the college, and the district leadership will collect and analyze budget data, including but not limited to tuition, fees, state funding, salaries, facilities, and operating expenses to develop a sustainable cost-sharing model for the ECHS. The following costs are based on the 2023-2024 academic year activities of the ECHS and shall be due and payable by the district on December 1, 2024.

The parties agree that the district shall pay 25 percent of the previous year's total compensation, including benefits, of the Early College High School Liaison employed by OC. Due to increased enrollment at OCTECHS, Odessa College has added an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison's total compensation. OC will invoice the district as shown below:

Annual Salary (FY2023-24)	$108,650
Benefits	$21,730
TOTAL COMPENSATION x 25% (due and payable by Dec.1, 2024)	**$32,595**

CLASSROOM AND OFFICE FACILITIES | OC and ECISD have identified facility fees for the academic year 2023-24. OC will invoice ECISD for facility fees as shown below:

Amortization of Constructed Facility (18,807 sq. ft. net assigned): LRC addition & renovations (excluding deferred maintenance items absorbed by OC)	20 Year Amortization of $1,380,000	$69,000
Custodial Services (18,807 sq. ft. of net assigned space)	$0.097 per SF per mo. for 10 mos.	$18,243
Electricity, Gas, Water, Sewer	$1.53 per SF annually	$23,979
Facility Support, including security, insurance, technology infrastructure, maintenance, grounds, parking	$0.12 per SF per month for 10 mos.	$22,569
TOTAL FACILITY FEE (due and payable by Dec. 1, 2024)		**$133,791**

TUITION AND FEES | OC and ECISD will identify tuition and fees to be paid by ECISD (at no cost to the students) based on actual enrollments and foregone tuition (at dual credit rates). Upon the third attempt in a course, the student will be liable for tuition and fees. The tuition and fee calculation will occur at the conclusion of the current academic year. Odessa College has implemented financial aid for Swift Transfer this year. As a result, those savings to the district will be reflected in the invoice. This change results in significant savings to the district totaling $266,532 related to the 2023-2024 academic year. OC will invoice ECISD for the following tuition and fees related to the 2023-2024 academic year that will be due and payable by December 1, 2024.

INVOICE (continued)

Academic Semester	Sem. Credit Hours	Tuition $55/SCH	Activity Fees $2/SCH	OER & Course Fees	FAST Savings	TOTAL NET
Fall 2023	3,043	$167,365	$6,086	$24,311	(156,123)	$41,639
Spring 2024	2,205	$121,275	$4,410	$21,561	(110,409)	$36,837
TOTAL TUITION & FEES (due and payable by Dec. 1, 2024)						**$78,476**

Traditionally, the District pays annual tuition and fees in arrears. In 2024=25, the District will pay fall 2024 tuition in December 2024 and spring 2025 tuition in May 2025. The College will bill the district after the census date for fall 2 (2024) and spring 2 (2025).