

Texas Education Agency

# Memorandum of Understanding (MOU)

Guidance for Early College High Schools

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## What is a Memorandum of Understanding (MOU)?

A Memorandum of Understanding (MOU) is a document that defines the terms of an agreement between two or more parties. Many government and educational institutions use MOUs to outline the terms of a partnership or project. Depending on the language and the terms of the agreement, a MOU can have the legal binding power of a contract.

In Early College High Schools, MOUs allow school districts and colleges to formalize their P-16 partnership in the following areas:

- A. General Operating Procedures: outlines the terms of the partnership by defining the roles and responsibilities of each partner and stating the financial and in-kind contributions.
- B. Use of Facilities: determines how partners will share and allocate space.
- C. Course Articulation: establishes policies for matching and transferring coursework between partners and provides ongoing procedures for reviewing courses that may be counted for dual credit.

## Why use an MOU?

**1. It is Required:** According to Texas Education Code (TEC) 29.908, Early College High School programs “must include articulation agreements with colleges, universities, and technical schools in this state to provide a participating student access to postsecondary education and training opportunities.”

**2. It Defines the Relationship:** MOUs formally define the terms of agreement between school districts and institutions of higher education working together to facilitate the creation and implementation of Early College and dual credit programs.

**3. It Ensures Sustainability:** Changes in school district and college leadership are inevitable. Likewise, rules and requirements of TEA and the Coordinating Board will change. As change occurs at the local and state level, the MOU provides continuity, clarity, and sustainability of the ECHS model.

## How Often is the MOU Reviewed?

Annually. Early College High Schools scale up one grade level at a time over four years. This scale-up period allows the partners to adjust policies and procedures in order to serve students in the best way possible. Annual review of the MOU ensures that it accurately reflects the most current policies and procedures.

According to the ECHS Program Requirements, “each ECHS must develop and maintain a group that meets regularly to address issues of design and sustainability. Membership should include the ECHS principal and individuals with decision-making authority from all partnering districts and IHE(s). The group should meet

regularly and once every six months at a minimum (examples: advisory board, steering committee, or coordinating council).“ It is recommended that this group review the MOU annually.

## Minimum Requirements for an ECHS MOU

The following topics are the minimum required topics that must be included in a Memorandum of Understanding:

ECHS Program Requirement	
1.	Curriculum Alignment
2.	Courses of Study
3.	Instructional Materials
4.	Instructional Calendar
5.	Administration of statewide instruments
6.	Eligibility of students for financial assistance
7.	Student enrollment and attendance
8.	Grading periods and policies
9.	Provisions for discontinuing operation* *new requirement for 2011

### 1. & 2. Curriculum Alignment & Courses of Study

The language in the MOU addressing curriculum and courses should directly support the 60 credit plan and show thoughtful consideration of a blended curriculum with high levels of rigor, acceleration, and support. This section of the MOU may be called the Articulation Agreement and bears likeness to other dual credit agreements, but with unique elements for ECHS. Issues to consider in this section of the MOU include:

- Availability of classes in the program of study for ECHS students.
- Required scores on college placement exams for courses included in the degree plan.
- Agreements regarding shared professional development or blended curriculum teams.
- Provisions for adopting a shared syllabus template or format.
- Agreement on how to cover TEKS if the college course does not meet all of the requirements.
- Agreement that college credit will be awarded the same semester the credit is earned.
- Definition of roles and responsibilities regarding transcripts.

### 3. Instructional Materials

Instructional materials such as textbooks and course packets are one of the largest expenses for an ECHS. The MOU should define which partner is responsible for covering the cost of instructional materials. When developing the MOU, the following creative cost-saving measures may be agreed upon and, if necessary, included in the MOU. Issues to consider in this section of the MOU include:

- Creating an agreement to use the same text book for multiple years (usually 2 or more years).
- Providing the option to rent textbooks or online materials.
- Allowing vendor deals through the campus bookstore.
- Allowing vendor deals outside of the campus bookstore.
- Developing community partnerships for textbook “scholarships.”
- Enabling the ISD to copy its own course packets.

#### **4. & 5. Instructional Calendar and Administration of Statewide Instruments**

The MOU should address differences between the school district and college calendar and define processes and procedures. While this is particularly important for testing schedules, including TAKS, college placement exams, and the college exam schedule, there are a number of other topics to consider including:

- College classes and/or exams that occur when the school district is not in session.
- College classes that occur when the district is administering TAKS.
- Accessing and scheduling at the college when the college is not in session.
- Roles and responsibilities regarding the administration of college placement exams.
- Special events such as athletics or UIL.

#### **6. Eligibility of Students for Financial Assistance**

The MOU should clearly define which partner will cover tuition, textbooks, fees, and college placement exams. In addition, if the school district or the college develops partnerships that provide financial assistance to students who enroll in or graduate from the ECHS, these opportunities may be outlined in the MOU. Examples may include:

- Textbook support from local or community foundations.
- Fundraising on behalf of the ECHS by the college development office.
- Partnerships with four-year colleges to provide scholarships to students who graduate from the ECHS.

#### **7. Student Enrollment and Attendance**

Each partner must accurately count student attendance and enrollment for funding purposes. Attendance accounting becomes more complicated as students take an increasing number of college courses. The MOU should document formal attendance-taking procedures. For further guidance, see the following document: *TEA Guidance for ECHS – Dual Credit Attendance*.

## 8. Grading Periods and Policies

High schools and colleges often have different grading scales and timelines. Many ECHS overlook these differences. However, the volume of college coursework and the blended curriculum in an ECHS require that the partners develop an agreement about grading policies and procedures. This agreement should be included in the MOU. Questions to consider when aligning grading practices are as follows:

- Are high school and college grades submitted on the same schedule? If not, how will the partners align these schedules?
- Are the grading scales in college the same as in high school? Is a college “A” the same as the high school “A”?
- How do grading policies affect students’ GPAs at the college and at the high school?
- What effect, if any, does the grading policy have on students as they are compared with other high school students in the district or in the state? For example, what are the implications of being in the lowest 25% of students at an ECHS with 400 students and a goal of 60 college credit hours versus being in the lowest 25% of a comprehensive high school?
- What feedback will be provided by college professors or courses?
- How will high school teachers know if a student needs intervention or support for a college course?

## 9. Provisions for Discontinuing ECHS Operation

As leadership and fiscal conditions change within districts and colleges, there may be a need to discontinue the ECHS program. The MOU must include provisions for discontinuing ECHS operation. The goal of developing a process for discontinuing operation is to ensure that students experience a smooth transition with as little academic disruption as possible.

The MOU may include either a general statement about discontinuing operation, or it may outline the specific process that the partners will follow. Regardless of the level of specificity included in the MOU, the partners must abide by the following requirements:

- a. An ECHS with an 11th grade cohort will continue operation through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement, but this is not required.
- b. ECHS with only 9th and 10th grade cohorts must discontinue operation at the end of the school year in which the partners decide to close the ECHS.
- c. While in the process of discontinuing operation, the ECHS may not enroll any additional students in the ECHS.
- d. While the ECHS is in the process of discontinuing operation, it must continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

## Rules for Charging Students in an ECHS

According to the ECHS design elements, students in an ECHS may not be charged for the costs associated with enrolling in dual credit courses, such as tuition, fees, and textbooks. The reasons for this are as follows:

**1. All students are legally entitled to a free, public education:** an ECHS is a free, public school that, in addition to granting a high school diploma, also provides significant amounts of dual credit opportunity. In the ECHS model, dual credit courses are built into the program of study and are used to fulfill high school graduation requirements. A student who fails a course in a comprehensive high school would not be charged to re-take courses because they are entitled to a free, public education. Similarly, ECHS students may not be charged for the additional costs associated with enrolling in dual credit.

**2. Concerns about access and equity:** Early College High Schools are purposefully designed to serve students who would not otherwise attend college (including at-risk, first generation, or low socioeconomic status) by removing financial barriers. If students are charged for their high school education, it creates equity and access issues, because their public education is no longer free. This is particularly important when you

consider that ECHS are designed to serve students who are at-risk, first generation, or low socioeconomic status.

The list of activities for which ECHS students may not be charged includes, but is not limited to:

- Tuition and Fees
- Textbooks
- Summer courses
- Re-taking a class due to failure
- Re-taking a class in order to obtain a higher grade
- Administration (or re-administration) of a college placement exam
- Required fees charged by the college

**Either the school district or the college may cover these costs, but the student shall not be required to pay.**

#### Commissioner's Rules Concerning Early College Education Program

(d) Conditions of ECHS program operation.

(3) A student enrolled in an ECHS course for high school graduation credit may not be required to pay for tuition, fees, or required textbooks. The school district or charter in which the student is enrolled shall pay for tuition, fees, and required textbooks, to the extent those charges are not waived by the institution of higher education.

Link: <http://www.tea.state.tx.us/rules/tac/chapter102/ch102gg.html>

## Additional Issues to Consider When Creating an MOU

	Issues to Consider	Benefit
1.	Mission statement and expected outcomes	Supports ECHS design cohesion and establishes outcomes to measure progress and success against.
2.	Grades and student population to be served	Protects the school design by formally setting grades served and target student population according to ECHS model.
3.	<ul style="list-style-type: none"> <li>Governance structure</li> <li>Positions/offices of persons responsible for oversight and decisions relative to the ECHS (other than the principal) within the school district and the institution of higher education</li> </ul>	Defines the roles and responsibilities for joint decision-making and partner communication.
4.	<ul style="list-style-type: none"> <li>Instructors, faculty, and administration</li> <li>Responsibilities associated with employment of staff for high school courses and college courses</li> <li>Compensation</li> <li>Professional Development</li> </ul>	Ensures staffing quality. Provides clarity for human resources, management, accreditation, and training purposes.
5.	<ul style="list-style-type: none"> <li>ECHS Location</li> <li>Responsibility for cost of facility, including maintenance and upgrades</li> </ul>	Clarifies budgetary responsibilities with regard to the location of the ECHS. Reveals additional areas for consideration including: parking, security, cafeteria service, maintenance, etc..
6.	<ul style="list-style-type: none"> <li>Organization of facilities for ECHS</li> <li>Use of specific college facilities and other considerations</li> </ul>	Clarifies student and faculty access to services during and after instruction times.
7.	Transportation	Helps to guarantee student access to services.
8.	<ul style="list-style-type: none"> <li>Student support services</li> <li>Technology and technology support</li> </ul>	Outlines each partner's contribution to student support systems and access to technology.
9.	<ul style="list-style-type: none"> <li>Student recruitment and selection procedures</li> <li>Student recruitment procedures</li> <li>Basic criteria for enrollment</li> </ul>	Protects the school design by formally setting partner supported recruitment and selection procedures according to ECHS model.

10.	<ul style="list-style-type: none"> <li>• Conduct</li> <li>• Safety</li> </ul>	Dangers, codes of conduct, and repercussions of behavior (discipline) may differ considerably between high school and college campuses. Documentation of these differences sets expectations for clear communication to students and helps protect the liability of partners.
11.	Performance evaluation and project reporting	Both parties may have significant interest in reporting on the progress and success of the ECHS. By defining parameters for performance and evaluation from the beginning, partners can clarify responsibilities for data collection and set common definitions for progress and success.
12.	Fiscal agent	Outlines roles and responsibilities for fiscal management and reporting for the school.
13.	<ul style="list-style-type: none"> <li>• Budget</li> <li>• Sources of income to support the school, including contributions each partner will make</li> <li>• Sustainability plan</li> </ul>	Tracks all income and expenditures so that both partners understand the financial obligation involved in operating an ECHS. Ensures agreement between partners regarding financial commitments for the long-term operation of the ECHS.
14.	Criminal history check of all employees who have regular contact with students, including all faculty, school district and institution of higher education	Helps ensure the safety of students and liability of the partners.