

MEMORANDUM OF UNDERSTANDING BETWEEN  
ODESSA COLLEGE AND BALMORHEA 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 Balmorhea 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 an Early College High School (ECHS), to serve grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. Prospective Balmorhea ISO students may be screened and selected by the District that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

Balmorhea ISO 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 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 Balmorhea ISD 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.
- Select students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in ECHS will be enrolled in courses of study which enable the student to combine high school courses and college-level courses to complete the Texas core curriculum and earn either an associate degree or at least 60 semester credit hours toward a baccalaureate degree. The College will offer courses of study in the Associate in Arts, the Associate in Arts in Teaching, the Associate in Science, and the Associate in Applied Arts and

Science. The needs of the students will drive the programs offered at the ECHS.

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**

Balmorhea High School  
608 W. 1<sup>st</sup> Street  
Balmorhea, TX 79718

Highschool and college courses delivered online or face to face at the District. ECHS students, and faculty shall have access to instructional and non-instructional resources available on the campus of OC.

**OPERATING HOURS AND INSTRUCTIONAL CALENDAR**

ECHS will operate within the normal operating hours of the District. 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). Both the college and the district will review the tuition and fees annually and update as necessary.

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.

**TESTING**

The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9<sup>th</sup>) 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 by the District. The College grading periods and policies are delineated in the College Catalog which is found online at [www.odessa.edu](http://www.odessa.edu).

College instructors shall provide the District 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 three-week period. The College and District agree to share necessary student records as

appropriate for scheduling and advising of students.

ECHS 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 ECHS.

### **CURRICULUM ALIGNMENT**

The District and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28 or an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. ECHS will provide students with academic, social, and emotional support in their course of study. The College will regularly update the ECHS principal regarding College curricular changes. ECHS 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 high 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 ECHS. The College will provide instructors who meet 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 ECHS. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval.

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

When scheduling ECHS students for college courses, all efforts will be made to follow the low student teacher ratio for 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.

### **COLLEGE ADMISSION AND ENROLLMENT IN COURSES**

ECHS 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 I, Chapter 4, Subchapter D, Rule § 4.85.

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

### **DATASHARING**

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 Academic Partnerships will provide comprehensive advising and pathway planning services for ECHS students. Academic Partnerships serves as the designated College support services staff and will provide orientation, advising, registration, and college-bound programming. Academic Partnerships serves as the academic early alert liaison for College faculty teaching ECHS courses, and will work closely with the ECHS principal and counselor to provide student, academic intervention and remediation as necessary.

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

### **ATTIENDANCE IN COLLEGE COURSES**

ECHS 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**

ECHS students 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. ECHS 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 OCA, the provisions for serving the students will include the following: Students in the 9th and 10th grade will be received by the District, and students in 11th and 12th grade will continue enrollment at ECHS and in college courses 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 five years. 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 BISD 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 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 and 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 BISD. 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.

**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 statutes, 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 BALMORHEA INDEPENDENT SCHOOL DISTRICT**

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

Odessa College



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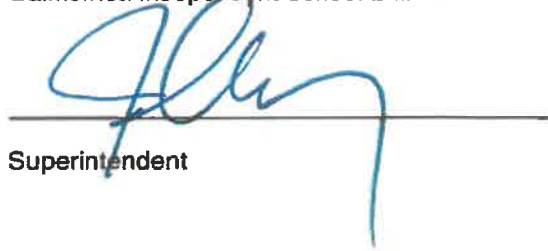
Dr. Jonathan Fuentes

Vice President of Academic Partnerships

12/7/2021

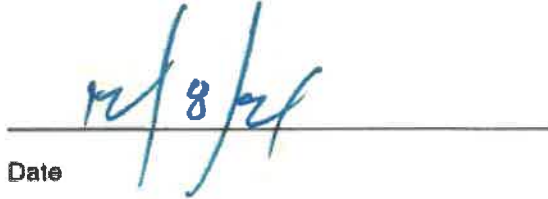
Date

Balmorehea Independent School District



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Superintendent



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Date