

## Memorandum of Understanding

Navarro College and the Waxahachie Independent School District

For 2023-2024 Waxahachie Global High School

This Memorandum of Understanding is hereby entered into by and between Navarro College, a political subdivision, (hereinafter called "the College" or NC), acting by and through its President; and the Independent School District, a Texas political subdivision (hereinafter called "the School District" or "the ECHS"), acting by and through its Superintendent.

### **PREAMBLE**

WHEREAS the parties of this Memorandum of Understanding desire to establish the agreement between the School District and Navarro College, the goal will be to provide dual enrollment for dual credit college courses for high school students, serving grades 9-12. Most of the student population of the School District will be composed of first-generation college students, low-income families, at-risk students, disadvantaged groups, students who may not have received the academic preparation necessary to meet for credit colleges entrance standards, students who are English language learners, and students for whom the cost of college is prohibitive. Potential students for the ECHS will be screened through an application process to determine motivation and commitment to the rigor of a pre-college and college level curricula.

WHEREAS traditionally, Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort), which provide the students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60) and/or a certificate or an associate's degree;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improve academic performance, and increase high school and college/university completion rates;

WHEREAS both the School District and NC are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist.

NOW, THEREFORE, in consideration of the covenants and conditions and provisions set forth herein, the parties hereto agree as follows:

## **GOALS**

**GOAL 1:** Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of ECHS, including enrollment and fee policies.

- Update the website at <https://www.navarrocollege.edu/admissions/dual-credit/> to include information regarding Early College High School benefits to students, such as cost, convenience, access, transfer of credit.
- Develop collaborative information sessions for students and parents at NC and the School District.

**GOAL 2:** ECHS programs will assist high school students in the successful transition to, and acceleration through, postsecondary education.

- Provide a summer bridge program for new and transitioning Early College High School (ECHS) students.
- Guide students from application through completion at NC through clear pathways, advising and career planning.

**GOAL 3:** All ECHS students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

- Provide academic advising for all ECHS students after each student completes 15 hours of college credit.
- Provide face-to-face and/or online access to advising, disability services, and tutoring for ECHS students.

**GOAL 4:** The quality and rigor of ECHS courses will be sufficient to ensure student success in subsequent courses.

- Academic Advisory Committee: a committee comprised of NC faculty, deans, and department chairs will develop processes and procedures to ensure academic integrity of college courses, including content, instruction, and rigor.
- High School Accountability Committee: a committee comprised of school district designated representatives.

## STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

- **GOVERNANCE**
  - **TEXAS ADMINISTRATIVE CODE:** Governance of the ECHS is provided in Texas Administrative Code (TAC), Title 19, Part 1, Chapter 4, Subchapter G. Additional laws governing Dual credit are found in Subchapter D.  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=T&app=9&p\\_dir=N&p\\_rloc=102475&p\\_tloc=&p\\_ploc=1&pg=13&p\\_tac=&ti=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=102475&p_tloc=&p_ploc=1&pg=13&p_tac=&ti=19&pt=1&ch=4&rl=85), and  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=T&app=9&p\\_dir=P&p\\_rloc=158398&p\\_tloc=&p\\_ploc=1&pg=23&p\\_tac=&ti=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=T&app=9&p_dir=P&p_rloc=158398&p_tloc=&p_ploc=1&pg=23&p_tac=&ti=19&pt=1&ch=4&rl=85)
- **APPLICATION FOR ECHS:** The ECHS established under this agreement is to be governed by state and federal laws and regulations, as well as School District and College policies requirements. The School District shall apply, at its sole discretion, to the Texas Education Agency for the establishment and continual approval of an Early College High School designation. Responsibilities of the College are subject to approval of the NC Leadership Team. Failure to apply or seek approval from the Texas Education Agency shall not be a breach of this Memorandum of Understanding (MOU).
- **PRINCIPAL:** The ECHS Principal will be appointed by the Superintendent of the School District, and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. Should the school administrator position become vacant, the need to appoint a new administrator arises, following all School District Human Resources Policies, and Procedures, NC, upon approval by the School District, will have the opportunity to be represented on the administrator search committee and take part in the selection process. The School District agrees to assign the ECHS Principal as soon as a qualified candidate is identified and hired.
- This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

## LOCATION OF CLASSES

Navarro College Waxahachie Campus  
1900 John Arden Drive  
Waxahachie TX 75165

Waxahachie Global High School  
275 Indian Drive  
Waxahachie TX 75165

## **INSTRUCTIONAL CALENDAR:**

- The instructional calendar of the ECHS will contain and reflect all of the College's major holidays and campus closings. All ECHS students and faculty are required to follow the NC academic calendar and deadlines. The entire college-level course must be taught within the NC academic term.

## **COURSES AND CURRICULUM**

- **PROVISION OF ELIGIBLE COURSES:** The ECHS will provide all courses for high school only credit. The College will award transcript credit for dual credit courses that have been approved by NC and the ECHS, provided that courses shall be evaluated and approved through the College curriculum approval process and shall be taught at the college level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses.
- **COMPOSITION OF CLASS:** Dual credit courses may be comprised of ECHS and dual credit students only or of ECHS, dual credit and college credit students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions outlined in the TAC, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed below:
  - If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
  - If the high school credit-only students are College Board Advanced Placement students. (ACGM and WECM student learning outcomes for the College course will supersede additional content required for College Board advanced placement exams.)
  - If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits. (Please note that NC does not articulate credit. Therefore, all NC career and technical dual credit course sections are for dual credit only and may not be mixed with regular high school students.)
- **DEGREE PLAN:** The College will approve Associate of Arts, Associate of Science, and Associate of Applied Science degrees and Certificates in which ECHS students may enroll. Career planning and academic advising will guide students toward selection of a degree plan. Students must declare a major and receive advising after taking 15 hours of college credit.
- **COURSES OF STUDY AND CURRICULUM:** NC and the ECHS shall provide a rigorous course of study that enables a participating student 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 Sub. D, Rule 4.28), an Associate degree or up to 60 credit hours towards a baccalaureate degree during grades 9-12. Selected courses must be from the declared and approved degree plan.
  - The ECHS will provide students with academic, social, and student support services in the high school course of study.

- The ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.
  - The ECHS will provide students access to instructional materials on or before the first class day according to the College academic calendar.
  - The College will provide students with academic and student support services for the college level course of study.
  - The College shall ensure that curricula offered for college credit and comparable courses offered by the College are equivalent with respect to the curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. (TAC Sub. G, Rule 4.157)
  - The College will regularly update the ECHS counselor and principal regarding College curricular changes.
- **COLLEGE COURSES:**
    - Dual credit courses under the governance and assessment of NC are college level classes in curricula, content, rigor, grading and weighting, and instruction during the college term, which may provide both college transcript credit and high school credit.
    - Dual credit courses must follow the NC departments' established syllabi, as well as the grading/weighting of assignments, exams, labs, and projects to maintain the academic integrity and rigor of the college course.
    - The School District may not impose additional curricular requirements on the college class or the instructor of record for the college course.
    - Dual credit courses use the College's approved learning management system and gradebook. The gradebook must be kept up to date weekly for students to maintain awareness of status in the course.
    - All evaluations and observations of NC College classes and dual credit professors must be completed by a NC department chair or faculty member designated by the department chair. School District evaluations taking place cannot change the college curriculum, rigor, grading, weighting, or pedagogy.
  - **COURSE COMPLIANCE:** Designated NC personnel will monitor the quality of instruction to assure compliance with the standards established by NC. Regardless of location, dual credit courses will be equivalent in all aspects. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Coursework is expected to be college level and not include additional high school assignments or projects.
  - **TRANSCRIPTION OF CREDIT:** The College and the School District will transcript dual credit courses for both college credit and high school credit, respectively, immediately upon student completion of the performance required in each course and the professor entering grades by the submission deadline.
  - **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The School District and ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy

that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state. In addition, The School District must administer the Texas Success Initiative (TSI) college placement exam beginning with (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able to do so.

## **FACULTY**

- **PROVISION OF FACULTY:** The ECHS will provide and be responsible for evaluation and assessment of instructors and staff for high school credit-only courses conducted at the ECHS. The College will credential, and where appropriate provide instructors for all dual-credit courses, provided each class meets the minimum (16) and maximum allotments as indicated by NC standards. Internet classes without the minimum of sixteen students may be paired with an internet section from another NC section in order to provide the course and faculty. The ISD will be responsible for payment of the college course section(s), at the adjunct rate, comprised of (16) or more ECHS students, enrolled on the NC campus, online, or if a non-embedded faculty member is sent to the ECHS.
- **HIRING AND SELECTION OF FACULTY:** The College shall select and/or approve instructors of all college-level curricula offered for college credit in an ECHS. These instructors must be regularly employed faculty members of the College or meet the same standards indicated in the NC Board Policy Manual (OBA-Regulation). All college-level faculty must complete the hiring process at NC in addition to being hired by the School District. A criminal background check must be provided for all professors as required by Texas Government Code Chapter 411. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156) TRS benefits for full-time faculty will be provided by the full-time employment institution.
- **SUPERVISION AND EVALUATION OF FACULTY:** The School District will provide, and will be responsible for, the evaluation, assessment, and approval of teachers and staff for high school credit-only courses. The College shall supervise and evaluate instructors of college-level curricula offered for college credit using the same or comparable procedures used for faculty at the College Campus. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156)
- **GOVERNANCE:** Faculty of the College are responsible to the College. Faculty of the School District are responsible to both the College and the School District as follows:
  - The College governs the curriculum, content, rigor, textbook, resources, grading/weighting, instruction, and evaluation of college-level teaching.
  - The School District governs all non-academic and School District aspects of employment.
  - Faculty of college credit courses are required to follow the departmentally established syllabi, timelines, and weighting of course assignments/ testing/labs to maintain the integrity of college courses. Dual credit and ECHS faculty must attend College department meetings as required by the Department Chair.

- **HUMAN RESOURCES:** The School District will collaborate with the College to ensure that all School District faculty applying to teach dual credit courses meet the credential requirements as stated in the College's Board Policy Manual (OBA-Regulation). The School District is required to agree to full information sharing in the event of an investigation of a personnel matter regarding dual credit faculty.
  - Academic complaints or grievances against any dual credit faculty member should follow the NC Grievance Policy in the NC Board Policy Manual (FLDB-Regulation).
  - Complaints or concerns against or proposed removals of dual credit faculty teaching a College course are required to be reported to the Director of School District Partnerships, as well as, the appropriate Department Chair, Dean, and the College's Office of Human Resources to the attention of Human Resources Assistant Director of Employee Relations and Compliance for investigation (DL-Regulation).
  - The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy, Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
  - The College and the School District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter.
  - Reassignment of dual credit faculty for dual credit courses currently being offered should not impede the progress of the course and should occur only under extreme circumstances. As the credit granting authority of the college course, NC retains the right to approve, reassign, and/or end association with credentialed faculty teaching its courses.
  - Any termination or suspension of employment with the School District will automatically cause termination or suspension from the College.
  - NC reserves the right to end association with any dual credit professor employed by the School District who refuses to abide by NC departmental and College standards, who continues to exhibit poor performance, receives poor evaluations, and/or violates NC Board Policy, processes and/or procedures.
  - NC acknowledges and understands that nothing in this MOU is intended to give NC any authority to employ or release any employee of the School District from the School District, and that any decisions regarding the employment of School District employees may only be made by, and are at the sole discretion of the School District.
  
- **PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY:** The ECHS and NC shall provide opportunities for dual credit faculty and higher education faculty to collaborate through planning, teaching, and professional development. The ECHS will, provide common planning time for dual credit instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty. The college requires all dual credit faculty to complete professional development requirements of adjunct faculty in compliance with Board Policy (DK-Regulation). Additionally, dual credit faculty employed by the School District may be provided by NC.

- A full-time NC faculty mentor to assist with College procedures and standards.
  - Annual professional development sessions.
- **RESPONSIBILITIES OF FACULTY:** All full-time, adjunct, dual credit and ECHS faculty must follow the job description and requirements of NC faculty as designated in NC Board Policy and as found in the Addendums of this MOU, including, but not limited to the following aspects:
    - **ENROLLMENT REPORTING, VERIFICATION AND ATTENDANCE:** All full-time, adjunct, dual-credit faculty are required to report enrollment according to the NC Academic Calendar deadline. Enrollment reporting completes verification of rosters for the College. Only students on the College roster will receive college credit for the course. Faculty must verify rosters between the High School and the College. Dual credit faculty must keep accurate records of attendance, including last date of attendance for students who receive a grade of F.
    - **GRADEBOOKS:** Faculty are required to maintain college credit grades in the current gradebook system of the College. Faculty are required to complete NC's online or face-to-face gradebook training before classes begin. All full time and adjunct faculty are required to maintain accurate grades using the grading rubric set by the specific NC department. Faculty are required to deliver final grades according to the NC Academic Calendar.
    - **GRADE REPORTING:** All full-time, adjunct, and dual credit faculty are required to report final semester grades according to the NC Academic Calendar. Faculty are not required by the College to report 6-week or 9-week grades. Faculty must maintain letter and numeric grading for the College and the ECHS, respectively. The only official grades currently assigned at NC are mid-term and final course number grades. NC does not assign progress grades to our college students. All course-grading conventions are stipulated in each instructor's course syllabus. Students are responsible for managing their status in their college course(s) and for reporting progress to their high school official. Students may obtain their current grade or course standing by the gradebook method outlined in their course syllabi. Grades provided by students should only be used as an academic check for intervention purposes and to monitor student success. As always, faculty report academic or behavioral concerns through NC's Care Report system as appropriate.
    - **ASSESSMENT REPORTING:** Faculty are required to administer and evaluate student assessment materials, both general education and department level, as well as collect and report data to the respective Department Chair.
    - **SICK LEAVE:** Faculty requiring absence due to illness should prepare a college-level assignment/project for students to complete in place of a face-to-face class. The assignment should be equivalent in length to a traditional class time. In the event that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a semester involves a SCHOOL DISTRICT employee/NC adjunct, it is



the responsibility of the School District to inform the appropriate Department Chair or Dean within 24 hours.

- **GRADING PERIODS AND POLICIES:** Semester grades and grading policies are outlined in each professor's course syllabus and posted in the online learning management system, as well as on the College website. ECHS students will be informed by the course instructor regarding academic progress/grade status prior to the last day to Drop/Withdraw deadline at the College. Students should speak with the course instructor, request support services, including tutoring, prior to withdrawal from the college course. ECHS students struggling to maintain a passing grade should weigh the pros and cons of withdrawing from the class. Withdrawal from the college course does not result in a withdrawal from the high school course or ECHS. ECHS personnel are responsible for advising ECHS students concerning academic progress in the high school component of the program. The School District may request a grade report from students, if necessary.
- **FINAL GRADE REPORTS:** All grade reports for students will be produced and disseminated electronically through the student portal of NC following the end of NC's academic semester. Semester and cumulative GPAs will be reflected on grade reports. All transcript corrections are updated prior to the next grade reporting period. It is the responsibility of the College Registrar to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met. Grade reports to the School Districts will occur within one week of the end of the semester.
- **WEIGHTING, GPA, AND ACADEMIC STANDING:** The ECHS shall follow School District policy as to the weighting system of college grades for the ECHS student's final high school grade point average (GPA). ECHS students are expected to meet academic standards for coursework completed through NC as defined in the College's Academic Catalog.
- **GRADING METRIC:** NC utilizes the following grading policy, and provides final grades to the School District. Faculty will maintain letter and numeric grades for use by the College and the ECHS, respectively.

Grade	Interpretation	Grade points Per Semester hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not Computed
W	Withdrawal	Not computed

- **UIL ELIGIBILITY:** As the College does not provide six (6) week or nine (9) week grades, the College recommends that the high school review the UIL and TEA rules regarding eligibility of students enrolled in dual credit courses.

## **STUDENT ENROLLMENT REQUIREMENTS AND ACADEMIC POLICIES**

- **STUDENT ELIGIBILITY:** Students accepted to the ECHS are eligible to participate in dual credit courses within their declared major upon meeting the minimum passing scores on the assessment instruments as listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, § 4.85.
- **ENROLLMENT PROCESS:** The College will assist with enrollment for all ECHS students eligible for dual credit courses. ECHS students must follow the College's Admissions, Advising, and Registration requirements as stated in the College Catalog found on the NC website.
- **CONTINUED ENROLLMENT:** Enrollment in dual credit courses is contingent upon the following:
  - An ECHS student will maintain academic standards for coursework completed through NC.
  - If a student's academic standards placing them on Academic Probation or Suspension, the student will be required to meet with the appropriate academic dean for approval to register for the upcoming term.
  - An ECHS student who has failed a course will be allowed to have one repeat of the course with tuition and fees waived by NC. Any attempts after the first repeat of the course, the student will assume the financial responsibility for the tuition and fees of the course(s) retaking.
  - An ECHS student who is indebted to NC for any reason will not be allowed to register until all financial obligations due to the College are cleared.
- **COURSE OFFERINGS:** The ECHS administrator's office and counseling center, working with the College's Early College High School Programs and Service Office, will maintain a schedule of courses that will be offered to every cohort class for planning and advising and will share information regarding student enrollment.
- **STUDENT ATTENDANCE POLICIES:** ECHS students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessments), are in violation of the contract between the ECHS, the College and the Texas Higher Education Coordinating Board (THECB). Students absent from NC classes due to competitive athletic events and/or competitive academic extracurricular high school activities abide by the same policies as all other NC students in giving prior notice to the professor and submitting or completing assignments before the absence. <https://navarrocollege.edu/handbook/>
- **STUDENT CONDUCT:** ECHS students will be required to adhere to the regulations of the College regarding facilities and equipment usage, NC and School District codes of conduct and policies, and are subject to appropriate action taken by the School District and the College. <https://navarrocollege.edu/handbook/>

- **STUDENT COMPLAINTS:** Student grievance or complaint procedures for handling student complaints, regarding the college course, are applicable to all students including those enrolled in ECHS courses. Early College students with complaints shall follow the procedures as stated in the Student Grievance or Complaint Procedures as published in the College Student Handbook. <https://navarrocollege.edu/handbook/table-of-contents/administrative-policy-and-college-credit-policy/student-grievance-procedures/>
- **WITHDRAWAL FROM ECHS:** Students withdrawing at any time during a semester from the ECHS will be dropped from all college courses.

### **STUDENT SUPPORT, TEXTS AND RESOURCES**

- **SERVICES FOR STUDENTS:** Specific services, programs, and activities that may be used by dual credit students include the following: Academic Advising, Navarro Campus Applications, Alerts and the Immediate Notification System, Career Planning, Computer Lab Center/Technical Assistance Center, Computers and Information Technology Service Desk, NC Student Portal, Distance Education (Online Degrees Website, Testing, Surveys, Calling Online Students), Google Apps, Student Support Services (Counseling, Disability Services, Tutoring, Testing Services, University Transfer Center, Library/Learning Resource Center), and Student Programs and Activities (Athletic Events, Clubs/Organizations and Honor Societies).
- **ACADEMIC ADVISING:** The College and School District shall offer comprehensive college advising services for all dual credit and ECHS students consisting of group advising using NC Student Planning, face-to-face or online advising with the College's ECHS advisor. Academic advising for each student includes interpretation of test scores, selection of a major field of study, development of an educational plan, selection of courses and confirmation of final coursework.
  - The College will provide academic and workforce advising consistent with the policies of the Office of Academic Advising. <https://navarrocollege.edu/handbook/?s=Academic+Advising>
  - The School District will provide information to NC to verify student eligibility to enroll in dual credit courses.
- **DISABILITY SERVICES:** The College and the School District will adhere to the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. Accommodations for a dual credit student will be reviewed after the student has requested accommodations through his/her Apache Access (Campus Life, Support Services, Request Accommodations) then meets with the Director of Disability Services or College designee may coordinate class accommodations with the College faculty pending the outcome of discussing the request and needs with the student. <https://www.navarrocollege.edu/support-services/disability-services/>

- **TUTORING:** The College provides free tutoring to all NC students in a face-to-face and online format. All tutors have been trained and are eager to help students succeed in college.  
<https://www.navarrocollege.edu/support-services/learning-commons/>

### **BOOKS, DIGITAL RESOURCES AND SUPPLEMENTAL MATERIALS**

The School District must provide all textbooks {printed or digital resources), lab equipment, required workforce equipment, software, materials and supplemental materials needed for ECHS students taking dual credit courses and regular college courses on or before the first-class day. The College approves and updates textbooks as indicated in NC Board Policy. The following procedures must be strictly observed:

- The College Office of School District Partnerships must provide the School District a list of approved textbooks, digital resources, and supplemental materials for the following academic year by May 1.
- Students attending classes on the College campus or via internet must have the current text and materials as required for all NC students enrolled in the course.
- Textbooks and materials purchased by the ECHS for college courses on the ECHS campus may be used for a period of up to three (3) years from the date of purchase if bought in the first year of the approved cycle. If the text is not purchased in the first year of the three-year cycle, the textbook will be approved for the remaining years of the cycle.

### **FACILITIES AND TEACHING ENVIRONMENT**

Early College courses included in this Memorandum will be taught on the School District's campus, the NC campus, or by distance education. For Early College courses taught exclusively to high school students on the high school campus, and for Early College courses taught electronically, NC shall comply with applicable rules and procedures for offering courses at a distance as related to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions.

- **ECHS FACILITIES:** The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
  - The School District will ensure that College faculty and ECHS students have appropriate access to all available instructional resources and essential technology;
  - The School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
  - The School District shall meet the required safety standards and have material/equipment that comply with College science or workforce program requirements.

- **TEACHING ENVIRONMENTS:** The School District will ensure that the classroom environment is conducive to college-level learning by:
  - Designating a classroom for the college dual credit classes;
  - Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities or making announcements except for emergencies.
  - Meeting each course for the appropriate number of college contact hours.

#### **FUNDING, COSTS, TRANSPORTATION, SAFETY**

- **FUNDING AND AVERAGE DAILY ATTENDANCE (ADA):** The ECHS shall generate 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.
- **TUITION AND FEES:** The College waives all student tuition and course fees of NC college courses for ECHS students. The College does not waive tuition and fees for courses that have already been successfully completed (repeat courses}.
- **FOOD SERVICE:** The School District will provide meals for all students and staff as appropriate under State and Federal Law and School District rules and procedures. The School District may purchase food on college visit days from NC's Food Services Department.
- **SAFETY:** If any high school student, professor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines and operational procedures of the School District and the regulations of the College as well as any other agreements between the two entities.

#### **CONFIDENTIALITY, STUDENT RECORDS AND DATA SHARING**

- **FERPA:** In accordance with the Family Education Rights and Privacy Act {FERPA) (20 U.S.C.§1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these records, and all education records, in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL. FERPA allows protected student data to be exchanged between the College and School 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 and education records maintained by the School District, including records that the

College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

- **CONFIDENTIALITY AND SAFEGUARDING OF NC RECORDS:** Under this agreement the School District may: (1) create, (2) receive from or on behalf of NC, or (3) have access to, records or record systems (collectively, "NC Records"). Among other things, NC records may contain Social Security Numbers or data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act {Public Law No: 106-102}, the Texas Identity Theft Enforcement and Protection Act {ITEPA}, and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). If NC records are subject to FERPA, 1) NC will designate the School District as a NC official with a legitimate educational interest in NC records, and (2) the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from NC records will result in the School District's exclusion from eligibility to contract with NC for at least five (5) years. The School District represents, warrants, and agrees that it will: (1) hold NC records in strict confidence and will not use or disclose NC records except as {a) permitted or required by this Memorandum of Understanding (MOU), {b) required by applicable laws, or {c) otherwise authorized by NC in writing; (2) safeguard NC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that NC records are safeguarded and the confidentiality of NC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with NC's rules, policies, and procedures regarding access to and use of NC's computer systems. At the request of NC, the School District agrees to provide NC with a written summary of the procedures used to safeguard and maintain the confidentiality of NC records.
- **PUBLIC INFORMATION:** NC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.
- **NOTICE OF IMPERMISSIBLE USE:** If an impermissible use or disclosure of any NC records occurs, the School District will provide written notice to NC within one (1) business day after the School District's discovery of that use or disclosure. The School District will promptly provide NC with all information requested by NC regarding the impermissible use or disclosure.
- **RETURN OF NC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Memorandum of Understanding for any reason, all NC records created or received from or on behalf of NC, will be (1) returned to NC, with no copies retained by School District; or (2) if return is not feasible, records will be destroyed. Twenty (20) days before destruction of any NC records, the contractor will provide NC with written notice of the School District's intent to destroy NC records. Within five (5) days after destruction, the School

District will confirm to NC in writing of the destruction of NC records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

- **DATA AGREEMENT:** The School District and NC agree to collect data associated with Early College as required for reporting purposes and to share the data with the appropriate agencies, or as needed for internal purposes for use by either entity. In addition, the School District and NC agree to share any data required for the successful completion of the Early College students' graduation plans. When applicable, NC's Institutional Review Board (IRS) will be conferred with when requesting and sharing data.
- **PROVISION OF DATA:** The School District and NC will collect, review, and share via secure method the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT, CLEP, and TSI readiness by grade level; qualifications of the ECHS staff; location(s) where courses are taught, final semester grades; and any other data needed to provide appropriate services for the student's education. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: NC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.
- **POINTS OF CONTACT:** The School District will provide the College with a District-level point of contact, as well as a campus-level point of contact. NC's Director of School District Partnerships will be the primary point of contact for all ECHS data collection for the College.
- **STUDENT GRADES:** The NC Registrar will be responsible for collection and sharing of all student grades.
- **SURVEYS:** When selected, the School District's ECHS students enrolled in dual credit courses will participate in instructional success and facility satisfaction surveys and other local or national surveys administered to the School District's students.
- **COLLEGE RECORDS AUTHORIZATION:** A student may authorize the parent(s) to view and discuss his or her grades, attendance, and other necessary information; the parent(s) will be allowed to confer with NC faculty, administration, and employees. This authorization release is accepted with submission of the Student/Parent Consent form on the NC website. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational 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 series FL.
- **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a dual credit course, the ECHS student's information will become part of the College's student directory information and subject to the

Texas Public Information Act. Students will be able to designate release of directory information at both the College and ECHS. Collecting and sharing data between the College, ECHS and the School District will follow College and the School District procedures and policies to provide support for decision making processes.

#### **STATEMENT OF GENERAL TERMS AND CONDITIONS**

- **SUSTAINABILITY:** The School District and NC will develop a plan for yearly evaluation of the ECHS program that will include, but is not limited to, attendance and retention rates, GPA of high school credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.
- **DISCONTINUATION OF ECHS OPERATION:** Should the School District or the College elect to discontinue the operation of the ECHS, the provision for serving the students will include the following:
  - The ECHS may discontinue operation at the end of the school year in which only 9th grade and 10th grade cohorts are enrolled. ECHS students in the 9th and 10th grade will be received by the School District.
  - An ECHS with 11th grade and 12th grade cohorts must continue operation through those cohorts' scheduled graduation from the ECHS but may elect not to enroll any additional students in the ECHS, unless such students would be added to already existing cohorts within the ECHS. While in the process of discontinuing operation, the ECHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).
- **AMENDMENT:** The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this MOU 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.
- **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** This MOU, for the operation of SCHOOL DISTRICT Early College High School will be in effect, pending continued approval and reaffirmation by TEA. This Agreement will be reviewed on an annual basis. During any fiscal year, the College and/or the School District reserves the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the discontinuation process of the School District ECHS, as outlined in this MOU, have been fulfilled.



- **SEVERABILITY:** If any clause or provision of this Memorandum of Understanding is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in the event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Memorandum of Understanding is prohibited.
- **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered, or certified mail, postage prepaid, addressed to:

Waxahachie Global High School  
 Dr. Jerry Hollingsworth, Superintendent  
 411 N. Gibson Street  
 Waxahachie, TX 75165

Navarro College  
 Dr. Kevin Fegan, District President  
 3200 W. 7<sup>th</sup> Ave.  
 Corsicana, TX 75110

- **TEXAS LAW TO APPLY:** This MOU shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Ellis County, Texas. NC agrees that it will not file any lawsuit against the School District without first having exhausted the complaint procedure.
- **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.
- **CAPTIONS:** The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.
- **AUTHORITY:** The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

- COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION):** In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1<sup>st</sup>. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903.
- INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITV HAS BY LAW OR EQUITY.
- VENUE; GOVERN ING LAW:** Ellis County, Waxahachie, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas
- COMPLIANCE WITH LAW:** The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction ("Applicable Laws"), including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), Civil Rights Act of 1991, Occupational Safety and Health Act of 1970, as amended (PL 91-596), Immigration and Nationality Act (8 United States Code 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution

represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District's response to NC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

- **TOBACCO FREE POLICY:** NC provides a friendly, tobacco-free environment at all of its sites and satellite facilities.
  
- **WEAPONS POLICY:** Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.
  - A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.
  - A license holder is prohibited from carrying a concealed handgun on Navarro College campus premises were prohibited by law and were prohibited by NC policy.
  
- **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND NC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND NC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**SIGNATURES**

SIGNATURES: The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signatures appear below and their assignees. This Agreement constitutes the entire agreement of the parties, and replaces and supersedes any prior verbal understandings, written communications or representations related to the subject matter contained in this Agreement. In the event any portion of this Agreement is deemed illegal or unenforceable, the entire remaining portion of this Agreement shall remain valid and in effect. A waiver by either party of any breach or default by the other party is not a waiver of any other breach of default of this Agreement that may occur. This Agreement, including any rights or obligations hereunder, may not be assigned or otherwise transferred, to any third party without the express written consent of the other party. This Agreement is nonexclusive between the parties; both parties have the right to enter similar relationships with any other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on;

Date: 8-12-22  
Navarro College.  
By: Kevin G. Fegan  
Dr. Kevin G. Fegan, District President

Date: 8/10/22  
Waxahachie ISD  
By: Jerry Hollingsworth  
Dr. Jerry Hollingsworth, Superintendent of Schools

