CONSENT AGENDA ITEM
BOARD MEETING
February 12, 2019

TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND TEXAS WESLEYAN UNIVERSITY TO IMPLEMENT EARLY COLLEGE HIGH SCHOOL AT DUNBAR HIGH SCHOOL

BACKGROUND:

On April 8, 2016, Dunbar High School received a $9.5 Million Texas Title I Priority Schools (TTIPS) grant to implement an Early College High School. During the grant proposal development, Texas Wesleyan University agreed to partner with the campus to provide up to sixty hours of credit to Dunbar graduates that participate in a new Early College High School Gold Seal Program of Choice that will be conducted on the Dunbar campus. TTIPS requires that each awardee and its partner university sign a Memorandum of Understanding that last the duration of the grant (until June 30, 2021).

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth ISD And Texas Wesleyan University To Implement Early College High School At Dunbar High School
2. Decline to Approve Memorandum of Understanding Between Fort Worth ISD And Texas Wesleyan University To Implement Early College High School At Dunbar High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth ISD And Texas Wesleyan University To Implement Early College High School At Dunbar High School
**FUNDING SOURCE**

Special Revenue

**Additional Details**

The sum of $2,119,286 will be paid to TWU under the MOU over a five year period. This amount will come from the Texas Title I Priority Schools Cycle 4 Grant awarded to Dunbar High School in April 2016--for services rendered and for textbooks.

**COST:**


**VENDOR:**

Texas Wesleyan University

**PURCHASING MECHANISM**

Sole Source

**Purchasing Support Documents Needed:**

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Dunbar High School/Advanced Academics and Innovative Learning/Grant Development, Management & Monitoring/Chief of Secondary Schools
RATIONALE:

Approval of this Memorandum of Understanding will continue the agreement for Dunbar High School to continue the grant-funded partnership with Texas Wesleyan University to provide up to sixty hours of college credit upon high school graduation for up to 100 students per year through and Early College High School Program of Choice to be conducted primarily on the Dunbar campus. The purpose of the program is to improve student achievement at Dunbar as well as campus climate, parent engagement, staff leadership, student attendance, student enrollment, and student discipline. This is the first such partnership with a private four-year university in the state of Texas. Upon graduation from high school, students will be encouraged to continue their studies at Texas Wesleyan, or another four-year university, towards a bachelor's degree with special scholarship and financial aid education and assistance provided to students and their parents.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Angela Rash
Memorandum of Understanding  
For an Early College High School  
Between Texas Wesleyan University  
And the Fort Worth Independent School District

This Memorandum of Understanding ("MOU") is hereby entered into by and between Texas Wesleyan University ("TWU"), a private, nonprofit provider of higher education, and the Fort Worth Independent School District ("FWISD"), a Texas political subdivision, pursuant to the authority granted in compliance with Section §29.908 of the Texas Education Code ("TEC");

WHEREAS the parties to this MOU desire to establish an Early College High School C'ECHS"), by the beginning of the 2017-2018 academic year, which will begin by serving students in grade 9 (with subsequent years serving grades 9-12), to provide opportunities for both workforce (i.e. technical) and academic dual credit TWU courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code ("TAC");

WHEREAS, services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk as defined criteria in TEC §29.081, economically disadvantaged students, and first time college-goers), who are: (1) highly motivated but have not received the academic preparation necessary to meet high school standards; (2) may be English language learners (3) experience difficulty in experiencing a smooth transition into postsecondary education; and/or (4) have limited financial resources, and as a result, the cost of college is prohibitive;

WHEREAS ECHS's 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 two years of transferable college credit hours (60) towards a Baccalaureate degree;

WHEREAS ECHS's prepare students for successful career and educational futures through a full integration of high school, college, world of work (high demand/high skill career preparation), improved academic performance, and increase high school and college/university completion rates; and

WHEREAS both TWU and the FWISD are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. TERMS  
   a. The term of this MOU shall commence upon the execution of this MOU and will end on June 30, 2021, unless it is otherwise terminated in accordance with Section 7. The post Texas Title I Priority Schools ("TTPS")/School Improvement ("SIG") grant MOU will end on June 30, 2026 enacted.
   b. The parties shall review the MOU annually.
c. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the parties shall review this MOU and may renew this MOU on written approval of TWU and FWISD.

2. GUIDING PRINCIPLES
   a. Establish a mutually beneficial partnership between TWU and FWISD that allows a flexible and creative response to the organizational, mission, fiscal and data needs of both institutions.
   b. Collaboration in planning, implementation, and continuous improvement of ECHS programs including the provision for faculty, staff, administration, curriculum development, professional development and student services.
   c. Provision of rigorous college readiness, technical and early college dual credit courses.
   d. Financial collaboration that addresses costs of both parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
   e. Classes and activities of the ECHS on TWU grounds with students integrated in campus facilities and TWU co-curricular activities.
   f. 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.
   g. Selection of students by FWISD by application, joint orientation and lottery that reflects the diversity of FWISD.
   h. Vertical alignment that promotes a college-going culture in all areas; teachers, college faculty, high school and college counselors
   i. Collaboration that addresses the instruction calendar, instruction materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and THECB grading periods and policies

3. SCOPE OF THE AGREEMENT AND LIMITATIONS OF AUTHORITY

A. Governance

(1) The ECHS is established under this agreement will:
   a. Be governed by FWISD and subject to FWISD's local state and federal policies;
   b. Have the autonomy to operate as a school within a school within the rules and guidelines established by TEA, FWISD and TWU;
   c. Operate within the normal operating hours of the college during a regular school day; and
   d. 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.
(2) The ECHS Principal

a. Will be appointed by the Superintendent of FWISD as principal and be an employee of FWISD. An adequate number of faculty for high school credit-only courses, counselor(s), clerical staff, and any other high school personnel that may be necessary, will be the responsibility of FWISD (in context of the ECHS). The Principal will have the authority to implement and supervise:
   i. Governance;
   ii. District staffing;
   iii. District staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System; making recommendations for hiring, renewal, nonrenewal and termination;
   iv. Budget;
   v. Student assessment, curriculum and scheduling;
   vi. Professional development
   vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Right and Privacy Act (FERPA); and
   viii. Parent and community involvement consistent with the mission and needs of the ECHS.

b. Will direct the ECHS designee in entering attendance, grades and other data into the FWISD student accounting system;

c. Will report to FWISD Superintendent or his/her designee through the established FWISD governance structure;

d. Will serve as the primary contact for the ECHS, and the community and TWU.

(3) ECHS Coordinating Council

a. Membership on the ECHS Advisory Council will include, but not be limited to, the Principal, and representatives of FWISD and TWU with decision-making authority.

b. The ECHS Advisory Council will meet quarterly and as needed to:
   i. Assess instructional and programmatic activities;
   ii. Identify problems issues and challenges that arise; and
   iii. Make recommendations regarding more effective coordination

B. Awarding Credit for Courses

TWU will award transcript credit for college courses agreed for which a Dual Credit Course Agreement has been approved. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.
C. DUTIES of TWU

(1) Waive tuition and fees for students duly or concurrently enrolled in the Dunbar ECHS approved courses;

(2) Provide textbooks and materials for those courses prior to the first day of each new semester; FWISD will reimburse TWU for those textbooks and materials;

(3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;

(4) Ensure that course documents and syllabi are followed;

(5) Apply the standards of expectation and assessment uniformly in all venues where TWU offers courses;

(6) Ensure that college core curriculum courses are in the students' individual graduation plans for dual credit by the beginning of their freshman year;

(7) Designate personnel to monitor the quality of instruction in order to ensure compliance with the Dual Credit Course Agreement and the standards established by TEA, applicable accrediting agencies, and TWU;

(8) Review and approve FWISD teachers who teach dual credit courses; those teachers must meet both the TWU and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") accreditation requirements;

(9) Pay salaries of TWU instructors who teach blended college courses on the TWU campus; and

(10) Provide academic support for ECHS students.

(11) Curriculum Alignment
<table>
<thead>
<tr>
<th>High School</th>
<th>College</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall</strong></td>
<td><strong>Spring</strong></td>
</tr>
<tr>
<td>AVID I</td>
<td>AVID II</td>
</tr>
<tr>
<td><em>English I or Pre-AP English II</em></td>
<td><em>English II or Pre-AP English II</em></td>
</tr>
<tr>
<td><em>Mathematics I or Pre-AP Algebra I</em></td>
<td><em>Mathematics II or Pre-AP Geometry</em></td>
</tr>
<tr>
<td><em>World Geography</em></td>
<td><em>World Geography</em></td>
</tr>
<tr>
<td><em>Biology or Pre-AP Biology</em></td>
<td><em>Chemistry or Pre-AP Chemistry</em></td>
</tr>
<tr>
<td><em>Spanish I</em></td>
<td><em>Spanish II</em></td>
</tr>
<tr>
<td><em>Health</em></td>
<td><em>Speech</em></td>
</tr>
<tr>
<td><em>Academic Success Experience: Freshman Seminar</em></td>
<td><em>Elective</em></td>
</tr>
<tr>
<td><strong>Fall</strong></td>
<td><strong>Spring</strong></td>
</tr>
<tr>
<td><em>SPN 1341</em></td>
<td><em>SPN 1342</em></td>
</tr>
<tr>
<td><em>ENG 2326</em></td>
<td><em>ENG 2326</em></td>
</tr>
<tr>
<td><em>HIS 2301</em></td>
<td><em>HIS 2301</em></td>
</tr>
<tr>
<td><em>MAT 1302</em></td>
<td><em>MAT 1302</em></td>
</tr>
<tr>
<td><em>CHE 2321</em></td>
<td><em>CHE 2321</em></td>
</tr>
<tr>
<td><em>PSY 1301</em></td>
<td><em>PSY 1301</em></td>
</tr>
</tbody>
</table>

**General Education Core**: includes 42 hours college core, transferable to any Texas university.

*Tsi completed or Tsi waiver will determine if the course is taken as a Dual Credit for Tsi placement courses. The courses highlighted yellow will be taken either at high school or college. (Developmental courses will be included as necessary to support TSI and college readiness.**

**Fall/Spring**
D. Duties of FWISD

1. Reimburse TWU for dual or concurrent course textbooks and materials provided by TWU;

2. Consult with TWU faculty who teach dual credit courses in the design and implementation of these courses to ensure that course goals enable students to master the TEA’s Texas Essential Knowledge and Skills and end of course testing and match requirement of the THECB to ensure rigor;

3. Consult with TWU faculty in the design and assessment of dual credit courses taught by FWISD teachers and participate in teaching and learning outcomes assessment by TWU; allow access by TWU personnel to courses and course material to ensure that courses meet TWU standards.

4. Pay salaries of FWISD personnel;

5. Ensure that all FWISD high school courses are in the students’ individual graduation plans by the beginning of their freshman year and dual credit courses;

6. ECHS shall report all students who have withdrawn and/or graduated from the ECHS to the TWU registrar;

7. Partner with the Texas ECHS Technical Assistance provider; and

8. Partner with a Texas ECHS demonstration site.

9. After year 4 of 5 the grant cycle (2018-2019), FWISD and Texas Wesleyan will conduct a programmatic review and enter into negotiations for a new 4 year MOU to begin in 2020-2021. Programmatic review will happen not later than May 1st. Programmatic review will happen not later than May 1st after year 5 (2019-2020) FWISD will support program cost at $236,000 per year, or the actual contract and textbook costs, whichever is greater, for the next four years, reviewed after (2023-2024) school year.

10. Pays salaries of adjunct for non-blended ECHS courses offered on TWU campus.

11. Pay contracted service fees to TWU for ECHS and student support services provided, as detailed below.

<table>
<thead>
<tr>
<th>Project Period</th>
<th>Texas Wesleyan Contract</th>
<th>Texas Wesleyan Textbooks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (2015-2016)</td>
<td>50,041</td>
<td>75,000</td>
</tr>
<tr>
<td>2 (2016-2017)</td>
<td>130,970</td>
<td>300,000</td>
</tr>
<tr>
<td>3 (2017-2018)</td>
<td>152,665</td>
<td>300,000</td>
</tr>
<tr>
<td>4 (2018-2019)</td>
<td>236,598</td>
<td>300,000</td>
</tr>
<tr>
<td>5 (2019-2020)</td>
<td>274,012</td>
<td>300,000</td>
</tr>
</tbody>
</table>
E. Enhanced Educational Opportunities

The ECHS will implement the requirements of House Bill 5, including, but not limited to, a bridge academic enrichment program, as well as college social and academic participation.

F. Faculty

Faculty meeting TEA and SACSCOC requirements, as appropriate, will be provided by TWU and FWISD. To teach in ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the State of Texas.

FWISD employees who teach classes at ECHS will meet all state requirements for high school teachers. Instructors that meet the same standard and approval procedures used by TWU will be granted "Adjunct Instructor Faculty Status" by TWU and will be permitted to teach college level courses, when needed, adhering to the college course requirements.

ECHS faculty members employed by FWISD will be evaluated annually by FWISD using FWISD guidelines and in accordance with FWISD School Board policy and procedures. Additionally, with respect to college classes taught by FWISD faculty members, TWU shall supervise and evaluate such faculty members using the same or comparable procedures used for faculty at TWU. ECHS faculty employed by TWU will be evaluated in accordance with TWU policies and procedures.

FWISD faculty will comply with TWU expectations for course learning outcomes. FWISD faculty will participate in faculty evaluations and learning outcomes assessments designed and directed by TWU.

G. Classroom Facilities

1. All courses under this MOU, including high school courses of the ECHS, will be conducted at Dunbar High School ("DHS") and TWU; and
2. ECHS students, faculty and staff will have access to instructional and non-instructional materials and other resources available on the TWU campus in keeping with the Guiding Principles enumerated in Section 2 of this MOU.

H. Tuition and Fees

TWU will waive tuition and fees for students enrolled in the ECHS dual credit courses based on the Dual Credit Course Agreement and concurrent courses. FWISD will waive Texas Success Initiative ("TSI") assessment administration costs.

I. Books, Supplemental & Instructional Materials and Technology
(1) College approved textbooks, syllabi and/or course outlines shall apply to all TWU courses and to all students in the courses when offered under the provision of the Dual Credit Course Agreement;

(2) All textbooks and supplemental materials required for classes outlined in the Dual Credit Course Agreement shall be provided by TWU; FWISD will reimburse TWU for the cost of textbooks and supplemental materials;

(3) All textbooks and supplemental material required for college classes not outlined under the Dual Credit Course Agreement shall be provided by TWU; FWISD will reimburse TWU for the cost of textbooks and supplemental materials;

(4) Selection and adoption of supplemental instruction materials, both print and digital, shall be jointly discussed the TWU and FWISD; and

(5) TWU and FWISD will collaborate to maximize the resources of each institution including but not limited to the use of one-to-one devices.

J. Grading Policies, Data Sharing and Transcripts
(1) College credit for each ECHS student should appear on the TWU transcript as that student completes a college course. The transcription of college credit will be the responsibility of TWU;

(2) The transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the college grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes;

(3) TWU will provide a numeric and letter grade to FWISD at the completion of each college course;

(4) FWISD will receive grades for dual credit college courses every six weeks;

(5) ECHS students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at TWU. Withdrawal from the college course does not result in withdrawal from the ECHS; and

(6) ECHS personnel are responsible for advising ECHS students concerning academic progress in the high component of the course.

(7) Students will use the General Education Course Transfer Sheet, to track academic progress and transferability of IHE courses. ECHS student will meet with TWU Admission Counselor for assistance with this process.
### General Education Course Requirements - 45-46 Hours

**Preliminary Transfer Credit Evaluation Worksheet**

This worksheet is an unofficial document and not meant to represent the student’s degree plan. The official cous.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date:</th>
<th>Semester:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>General Education Requirements (45-46 Hours)</th>
<th>Hrs. Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language Literacy (12 Hours)</strong></td>
<td></td>
</tr>
<tr>
<td>ENG 1301 Composition &amp; Rhetoric</td>
<td></td>
</tr>
<tr>
<td>ENG 1302 Composition &amp; Literature</td>
<td></td>
</tr>
<tr>
<td>One sophomore level literature or creative writing course:</td>
<td></td>
</tr>
<tr>
<td>ENG 2324, ENG 2325, ENG 2327, or ENG 2328 or transfer equivalent</td>
<td></td>
</tr>
<tr>
<td>One of the following Interdisciplinary Integrative courses: HUM 2340 or HUM 2341</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Analytic Literacy (10-11 Hours)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose One Option:</td>
<td></td>
</tr>
<tr>
<td>Option #1: Two Math/ One Science (10 Hours) or Option #2: One Math/ Two Science (11 Hours)</td>
<td></td>
</tr>
<tr>
<td>Choose 1 or 2: MAT 1302 OR MAT 1304 AND/OR higher level math</td>
<td></td>
</tr>
<tr>
<td>Choose 1 or 2 of the following courses with accompanying lab:</td>
<td></td>
</tr>
<tr>
<td>BIO 1321+1322, BIO 1322+1322, BIO 1340+1340, BIO 1341+1141, CHE 1315+1115, CHE 1316+1116, GEO 1401, GEO 1402, NSC 1403, NSC 1404, NSC 1405, NSC 1406, NSC 1407, NSC 1408, NSC 1409, NSC 1410, NSC 1412, NSC 1414, NSC 2401, NSC 2402, PHY 1401, PHY 1402</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cultural Literacy (12 Hours)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HIS 2322 Fund of Modern American History</td>
<td></td>
</tr>
<tr>
<td>Choose one from: ART, FAR, MUS or THA</td>
<td></td>
</tr>
</tbody>
</table>

| Choose one from: REL 1311, 1312, 1313, 1321, or 1322 | |

| Choose one from: ART, FAR, MUS, THA, HIS 2321, HIS 2301, HIS 2303, PHI 2301, PHI 2321, REL 1311, REL 1312, REL 1313, REL 1321, or SPC 1301 | |

<table>
<thead>
<tr>
<th>Social Literacy (10-11 Hours)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EXS 1230 Basic Concepts of Health &amp; Physical Education</td>
<td></td>
</tr>
<tr>
<td>Choose any 3 of the following courses with at least 2 different academic areas represented:</td>
<td></td>
</tr>
<tr>
<td>BUA 1301, ECO 2305, FIN 2325, GEG 2304, GEG 2305, IST 2300, POL 2311, PSY 1301, PSY 2342, SOC 1302, SOC 2301, SOC 2302, SOC 2390</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Coursework</th>
<th></th>
</tr>
</thead>
</table>

| Total Hours: | 46 | 0 |
K. Confidentiality of Student Records

The parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. The parent(s) of any authorized student shall have access to his or her child’s records. In accordance with the FERPA (20 U.S.C. §1232g; CFR Part 99) and FWISD Board Policy, all records relating to students which are generated or maintained by either party shall be considered education 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 regulation including FERPA and FWISD Board Policy. The parties shall not release education records to any third party without prior written consent by the student’s parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

L. Recruitment, Selection and Enrollment of Students

(1) Student recruitment of FWISD eighth graders will occur annually;

(2) TWU will assist with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the ECHS;

(3) A high school student will not be allowed to take a college level course if the student does not meet TSI required scores, TWU pre-requisites, course requirements;

(4) FWISD attendance policies and procedures will be followed as to high school courses and TWU attendance policies and procedures will be followed as to the college courses.

M. Instructional Calendar

(1) The ECHS calendar will be based on the approved FWISD master calendar and student enrollment will take place each semester prior to TWU’s census date;

(2) Instruction and testing will follow the State Board of Education and TEA compliance standards; and

(3) Inclement weather procedures will be based on the FWISD procedures for inclement weather. In the case that TWU is closed and FWISD is open students shall remain on the FWISD high school campus for instruction.

N. Transportation

FWISD shall transport ECHS students to the TWU campus via FWISD vehicles. It is expressly agreed that all such transportation by FWISD, as well as the acts and omissions of all transportation personnel, are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorney’s fees and other professional fees that may be imposed upon, incurred by or asserted against TWU, its trustees, officers, employees and agents, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the
term of this MOU, FWISD shall maintain the insurance coverage agree by TWU and FWISD. The provisions in the paragraph are solely for the benefit of TWU, its trustees, officers, employees and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

O. Student, Faculty and Staff Conduct

ECHS students, faculty and staff shall adhere to:

(1) Policies and procedures of FWISD and TWU;

(2) Procedures listed in the FWISD student handbook the TWU Student I handbook and University Catalog;

(3) Procedures listed in the FWISD teacher's manual and TWU policies

P. Media and Public Relations

Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and TWU protocols, appropriate under the particular circumstances.

Q. Student Progress and Support

Each ECHS student shall be assigned a mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with the students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At TWU, students will receive the same support services, while taking courses on the TWU campus, provided to all college students.

Dunbar HS counselors will provide academic and counseling support to the ECHS learning community's students and their parents and work with TWU ECHS Campus Coordinator and TWU student service personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two institutions, as well as transferability and applicability to baccalaureate degree plans.

Dunbar HS will hire College and Career Readiness Coaches who will focus on proven, research-based methods of increasing student and family understanding of the connections between school completion and successful transition to college and/or career.
R. Evaluation, Research, and Development

FWISD and TWU will develop a plan for the evaluation of the ECHS program to be completed each year that will include, but not be limited to, attendance and retention rates, GPA of high school-credit only courses and college courses; satisfactory progress in college courses, and adequate progress toward the college-readiness of the students in the program. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

The parties will collect data on the ECHS program and students as required by state and federal law and their respective policies and procedures and will share that data with one another upon request. Neither party shall be required to collect data except as provided in this MOU, but a party may request that the other party collect additional data, and the requested party shall use good faith efforts to comply with reasonable requests, to the extent that compliance would not create an undue burden on the financial and human resources of the requested party. The Principal will lead in the annual review and completion of the annual report of the evaluation data collected by the parties.

S. Project Reporting

The annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

4. IMMUNITY AND LIMITS OF LIABILITY

TWU acknowledges that it is a nonprofit, 501(c)3 organization. FWISD acknowledges it is a governmental entity. Both acknowledge that these designations are subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of the MOU. The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with the MOU. The provision in the 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.

5. AMENDMENT

The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU each year upon review in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement 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.
6. TERMINATION

Subject to the provision of Section 7 below, either party may terminate this MOU without cause on 120 days' written notice to the other party. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of the MOU includes, but is not limited to, a violation of the policies and rules of TWU or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If this MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU, in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under this MOU through such time.

7. DISCONTINUATION OF OPERATION AFTER THE TERM OF THE TTIPS/GRANT

a. If operation of the ECHS should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.

b. If operation of the ECHS should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.

c. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS at the end of their 12th grade year. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.

d. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.

   While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. ASSIGNMENT

No party may assign their interest in the MOU without the written permission of the other party.
9. LIMITATIONS OF AUTHORITY

a. Neither party has authority for and on behalf of the other except as provided in this MOU. No authority, power, partnership, use of rights are granted or implied.

b. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between TWU and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

c. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of TWU, FWISD and their respective legal advisors and Boards of Trustees.

d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other’s express written approval.

10. WAIVER

The failure of any party to exercise the rights granted them here in upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. MISCELLANEOUS PROVISIONS

a. Neither party shall have control over the other party with respect to its hours and times of operation, employment, etc., unless otherwise specifically agreed to in writing.

b. 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.

c. If THECB adopts new guidelines for early college high school programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU, if necessary.

Revised 7/11/18
<table>
<thead>
<tr>
<th>High School</th>
<th>9th Grade</th>
<th>10th Grade</th>
<th>11th Grade</th>
<th>12th Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall Semester</strong></td>
<td><strong>Spring Semester</strong></td>
<td><strong>Fall Semester</strong></td>
<td><strong>Spring Semester</strong></td>
<td><strong>Fall Semester</strong></td>
</tr>
<tr>
<td>AVID I</td>
<td>AVID I</td>
<td>AVID II</td>
<td>AVID II</td>
<td>AVID III</td>
</tr>
<tr>
<td>English I/Pre-AP English II or Pre-AP English II</td>
<td>English I/Pre-AP English II</td>
<td>English II/Pre-AP English II or <em>English III</em> (Composition &amp; Rhetoric)</td>
<td>English II/Pre-AP English II</td>
<td><em>English III</em> or <em>English IV</em> (Exploring American Literature)</td>
</tr>
<tr>
<td>Algebra I/Pre-AP or Pre-AP Algebra I</td>
<td>Algebra I/Pre-AP or Pre-AP Algebra I</td>
<td>Geometry/Pre-AP or Pre-AP Algebra II or Pre-AP Pre-Calculus</td>
<td>Geometry/Pre-AP or Pre-AP Calculus or AP Statistics (College Algebra)</td>
<td>Algebra II or *Pre-Calculus or AP Calculus or AP Statistics (Pre-Calculus)</td>
</tr>
<tr>
<td>World Geography or Pre-AP World Geography or AP Human Geography</td>
<td>World Geography or Pre-AP World Geography or AP Human Geography</td>
<td><em>World History or Pre-AP World History or AP World History (World History to 1648)</em></td>
<td><em>US History or Pre-AP US History or AP US History (World History since 1648)</em></td>
<td><em>US History or Pre-AP US History or AP US History (Fundamental of Modern American History, 1877 to Present)</em></td>
</tr>
<tr>
<td>Biology/Pre-AP or Pre-AP Chemistry</td>
<td>Biology/Pre-AP or Pre-AP Chemistry</td>
<td>Chemistry/Pre-AP or Pre-AP Physics</td>
<td>Physics or AP Physics or AP Chemistry</td>
<td>AP Chemistry or AP Biology or Anatomy and Physiology</td>
</tr>
<tr>
<td><em>Spanish I</em></td>
<td><em>Spanish II</em></td>
<td>Fine Arts</td>
<td>Fine Arts</td>
<td>Elective</td>
</tr>
<tr>
<td>Health</td>
<td>Health</td>
<td>Speech</td>
<td>Speech</td>
<td>Elective</td>
</tr>
<tr>
<td><em>Academic Success Experience: Freshman Seminar</em></td>
<td><em>Academic Success Experience: Freshman Seminar</em></td>
<td>Pre-AP Spanish III or Elective</td>
<td>Pre-AP Spanish III or Elective</td>
<td>AP Spanish IV or Elective</td>
</tr>
<tr>
<td>PE/Athletics</td>
<td>PE/Athletics</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**College**

<table>
<thead>
<tr>
<th>Fall Semester</th>
<th>Spring Semester</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>SPN 1341</em></td>
<td><em>SPN 1342</em></td>
<td><em>ENG 1301</em></td>
<td><em>ENG 1302</em></td>
<td><em>ENG 1302 OR</em></td>
<td><em>ENG 2326</em></td>
</tr>
<tr>
<td><em>ENG 2326</em></td>
<td><em>ENG 3320</em></td>
<td><em>ENG 2326 OR</em></td>
<td><em>ENG 3319</em></td>
<td><em>ENG 2326 OR</em></td>
<td><em>ENG 3319</em></td>
</tr>
<tr>
<td><em>HIS 2302</em></td>
<td><em>HIS 2303</em></td>
<td><em>MAT 1302</em></td>
<td><em>MAT 1303</em></td>
<td><em>MAT 1303 OR</em></td>
<td><em>MAT 1235</em></td>
</tr>
<tr>
<td><em>MAT 1302 OR</em></td>
<td><em>MAT 1324</em></td>
<td><em>HIS 2322</em></td>
<td><em>GOV 2311</em></td>
<td><em>ECO 2305</em></td>
<td><em>GOV 2311</em></td>
</tr>
<tr>
<td><em>PSY 1301</em></td>
<td><em>SOC 2301</em></td>
<td><em>ECO 2305</em></td>
<td><em>ECO 2305</em></td>
<td><em>ECO 2305</em></td>
<td><em>ECO 2305</em></td>
</tr>
</tbody>
</table>

**General Education Core:** includes 42 hours college core, transferable to any Texas university

**TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. The courses highlighted yellow will be taken either as high school or college. (developmental courses will be included as necessary to support TSI and college readiness)

**Taken Fall or Spring**