



Memorandum of Understanding 2018-2019  
McLennan County Junior College District and Rapoport Academy  
Early College High School

This document is executed as a Memorandum of Understanding (MOU) between McLennan County Junior College District, an Institute of Higher Education (herein referred to as MCJCD) , and the Rapoport Academy Early College High School, a local public school, which are both located in McLennan County, Texas. It has been developed for the support of the Rapoport Academy Early College High School as an Early College High School (ECHS) under the auspices of the Texas Education Agency Early College High School Designation pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

WHEREAS, the purpose of this agreement is to outline the collaboration of the parties, as listed above, in support of Rapoport Academy ECHS.

WHEREAS, the parties to this MOU desire to establish an Early College High School by the fall of 2015 academic year and provide for enrollment in college courses by the ECHS students in accordance with the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4, Subchapter G of the Texas Administrative Code;

WHEREAS, both Rapoport Academy ECHS and MCJCD are willing and able to facilitate development of this program to benefit underserved students;

WHEREAS: MCJCD and Rapoport Academy ECHS are authorized by state law to establish and enter into agreements for Early College High School programs;

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

#### **Purpose**

This school, serving grades 9-12, will offer traditionally underserved students (at-risk, economically disadvantaged students, students who are English language learners, and first generation college students) an opportunity to complete a high school diploma and earn up to 60 credit hours toward an Associate degree. While attending Rapoport Academy ECHS, these students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and technical skills necessary to achieve success in these and other arenas. Students graduating from Rapoport Academy ECHS will enter post-secondary education and/or training with significant advanced standing.

#### **Principles**

- A. To establish a mutually beneficial partnership between MCJCD and Rapoport Academy ECHS that allows a flexible and creative response to the missions and organizational/fiscal needs of both institutions.
- B. To collaborate in the planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration.

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- C. To provide rigorous college readiness and early college credit courses.
- D. To collaborate financially to address costs of both partners and assist each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully and without student fees. MCJCD will waive tuition and standard fees for students identified as economically disadvantaged according to the established guidelines for the MCJCD dual credit tuition waiver. Day to day costs, such as transportation to and from the campus, will be the responsibility of Rapoport Academy ECHS.
- E. To assure that classes and activities of the Early College High School on the MCJCD campus will occur with students integrated on an age-appropriate basis in accordance with college readiness guidelines established by the Texas Higher Education Coordinating Board and the Texas Education Code.
- F. To share use of facilities including classrooms, labs, offices and libraries in ways that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- G. To promote student success through participation college visits and in academic and admission procedures, including advisement, registration procedures, assessment and placement procedures, at the IHE. In addition, weekend, Saturday, or summer programs and activities, and extracurricular activities may be offered by Rapoport Academy ECHS, the IHE, or both. Students will gain access to the MCJCD facilities by way of their MCJCD student ID cards.
- H. To ensure the selection of students based on the intent of the program, a selection that will reflect the diversity of the student populations identified.

**Term**

Subject to the approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU ("Commencement Date") and shall expire on June 30, 2019 ("Expiration Date").

Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as ("Initial Term"). Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term ("Renewal Term"). As used in this MOU, the term ("Term") shall mean the Initial Term, or such shorter period of time in the event of termination of this MOU at any time on notice by either party as set forth on page 9 below.

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**Governance**

- A. The Early College High School established under this agreement will be governed by state and federal laws and regulations, as well as school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and continued approval of an Early College High School designation.
- B. A Steering Committee comprised of representatives of MCJCD and Rapoport Academy ECHS, and co-chaired by the MCJCD President and Rapoport Academy Superintendent, shall meet monthly, or as mutually agreed to by both parties, to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Steering Committee shall make reports, at least annually, to their respective boards.
- C. An Advisory Committee will be created for the purpose of establishing local, state, and national partnerships, to leverage opportunities for fund development, innovative projects, and overall sustainability. The advisory committee shall meet at least twice annually and shall consist of representatives from MCJCD, the School District, local and regional community.  
The Advisory committee and all other subcommittees established under this entity will report as needed and as requested to the Steering Committee.
- D. The ECHS Director/Principal (chief administrative officer of the Early College High School) will be appointed by the Superintendent of the School District. The Director will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the Director, and the Director shall not be entitled to receive employee benefits from the MCJCD 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 Director. Should the school Director position become vacant and the need to appoint a new Director arise, following all Rapoport Academy Human Resources Policies and Procedures, MCJCD will have the opportunity to be represented on the Director search committee, take part in the deliberations. The District agrees to assign the Director as soon as a qualified candidate is identified and hired. 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 the School District.
- E. 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.

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**Location**

Rapoport Academy Early College High School will offer courses at the Early College High School campus for students served in 9<sup>th</sup> and 10<sup>th</sup> grades. Early College High School courses for 11<sup>th</sup> and 12<sup>th</sup> grades will be held at the MCJCD campus as appropriate. Approved locations and delivery models can include:

  x   ECHS site

  x   MCC campus

  x   Internet Delivery, including hybrid

  x   Greater Waco Advanced Health Care Academy

**Subchapter B, Chapter 39**

The 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 to account for 15 percent of the student's final grade for the course. In addition, the ECHS must administer the Texas Success Initiative college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing.

Rapoport Academy Early College High School students will be required to participate in the appropriate end-of-course assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United States history as specified in Texas Education Code 39.023. Early College High School students will be required to participate in Algebra I EOC in grade 8; English Language Arts I EOC and biology EOC in grade 9; and English Language Arts II EOC and United States History EOC in grade 10.

**Grading Periods and Policies**

Rapoport Academy Early College High School students classified as freshmen and sophomores will be enrolled in coursework at the Early College High School campus. Rapoport Academy Early College High School students classified as juniors and seniors will receive course instruction at the MCJCD campus, as appropriate.

Grading periods and policies for high school courses will be governed by local high school policies and procedures. All grades will be recorded in a numerical format. Rapoport Academy Grade Point Average policies will remain in place for the Rapoport

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Academy Early College High School students. Early College High School course grades are weighted for Grape Point Average purposes as specified by Rapoport Academy. Currently, six-weeks grading period is in place. All grading practices and policies are defined in the Rapoport Academy Early College High School Student and Parent Handbook.

Grading periods and policies for college credit courses will be under the authority of the college. MCJCD grading practices are on a semester rotation. The Course Catalog, syllabi and policies at MCJCD will determine the grading practices.

Early College High School students will have the same access to MCJCD services and resources as other students at the college.

### Courses of Study

Courses of study will be developed to allow the implementation of rigorous academic standards. Courses to be included will apply to an Associate of Arts degree or an Associate of Science degree. Students will be provided the opportunity to complete 60 hours of college coursework toward such a degree. To enroll in college credit coursework, students must meet the college readiness guidelines established by the Texas Higher Education Coordinating Board and the Texas Education Code.

	<b>Fall</b>	<b>Spring</b>
<b>Grade 9</b>	PSYC 1300 (ECHS site)	ARTS 1301 (ECHS site)
<b>Grade 10</b>	HIST 1301 (ECHS site) BCIS 1305 (ECHS site)	HIST 1302 (ECHS site) SPCH 1315 (ECHS site)
<b>Grade 11</b>	ENGL 1301 (MCJCD campus) GOVT 2305 (MCJCD campus) MATH: _____ (MCJCD campus)	ENGL 1302 (MCJCD campus) GOVT 2306 (MCJC campus) Elective: _____ (MCJCD campus)
<b>Grade 12</b>	Science: _____ (MCJCD campus) ENGL (literature course; MCJCD campus) Elective: _____ (MCJCD campus) Elective: _____ (MCJCD campus)	Science: _____ (MCJCD campus) PSYC 2301 (MCJCD campus) Elective: _____ (MCJCD Campus) Elective: _____ (MCJCD campus)
Specific math, science, and elective courses will be selected with the assistance of an MCJCD advisor, taking into consideration a student's academic goals at both MCJCD and future colleges.		

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ECHS students must also comply with MCJCD institutional policies to enroll and/or continue to enroll in college courses. While no minimum high school GPA is required, students will pass or be exempted from the reading section of the TSI Assessment (TSIA) to enroll in any academic course. It is recommended that ECHS students score a minimum of 347 on the TSIA reading section to enroll in workforce courses. Other sections of TSIA required for a course must be passed/exempted as well.

To continue in college courses, students must have/maintain a 2.0 college GPA upon completion of six (6) credit hours. Students with three (3) or more withdrawals on the college transcript will be blocked from college coursework for a minimum of 1 year.

### Curriculum Alignment

Curriculum alignment will be assured through completed grade level based "crosswalks" or matrices that delineate which ECHS courses may be taken for college credit. The crosswalks will be reviewed annually by MCJCD and the Rapoport Academy Early College High School.

Approved College Course	High School Course	HS Credit Earned
ACNT 1303	Accounting 1	0.5
ARTS 1301	Art Appreciation	0.5
BIOL 1406	Scientific Research and Design I, II, or III (1 credit)	1
BIOL 1407	Scientific Research and Design	1
BIOL 1408	Scientific Research and Design	1
BIOL 1409	Scientific Research and Design I, II, or III (1 credit)	1
BIOL 2401	Anatomy and Physiology 13020600	1
BIOL 2404	Scientific Research and Design I, II, or III (1 credit)	1
CHEM 1405	Scientific Research and Design I, II, or III (1 credit)	1
CHEM 1411	Scientific Research and Design I, II, or III (1 credit)	1
COSC 1336	Computer Programming 13027600	0.5
CRIJ 1301	Principles of Law, Public Safety, Corrections, and Security	0.5
ECON 2301	Economics	0.5
ECON 2302	Economics Advanced Studies 03310301	0.5

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ENGL 1301	English III-B or English IV-A	0.5
ENGL 1302	English IV-A	0.5
ENGL 2321	English IV-B	0.5
ENGL 2322	English IV-B	0.5
GEOL 1403	Scientific Research and Design or IHE	0.5
GOVT 2305	Federal Government	0.5
GOVT 2306	Special Topics in Social Studies	0.5
HIST 1301	Social Studies Advanced Studies (1 Credit)	1
HIST 1302	US History	1
HPRS 1206	Medical Terminology (13020300)	0.5
MATH 1314	Independent Study in Mathematics	1
MATH 1316	Independent Study in Mathematics	1
MATH 1324	Financial mathematics 13018000	1
MATH 1342	Statistics	1
	Pre-Calculus or Independent Study in Mathematics	1
MATH 2412	Independent Study in Mathematics	1
MATH 2413	Independent Study in Math or IHE	1
MATH 2414	Independent Study in Math or IHE	1
MUEN 1121 (EARLY COLLEGE HIGH SCHOOL)	Band IV	0.5
MUSI 1301	Music Appreciation	0.5
PHIL 1301	Special Topics in Social Studies	0.5
PHYS 1404	Scientific Research and Design	1
PHYS 1405	Physics	1
PHYS 1407	Scientific Research and Design or IHE	1
PSYC/EDUC 1300	03270100 College Readiness and Study Skills	0.5
PSYC 2301	Psychology	0.5
PSYC 2314	Human Growth & Development 13014300	1
SOCI 1301	Sociology 03370100	0.5
SPAN 1401	Spanish IV	0.5
SPCH 1315	Speech	0.5
SPCH 1321	Independent Study in Speech 032412200	0.5

### Instructional Materials

Instructional materials for high school courses will be under the authority of Rapoport Academy and Rapoport Academy Early College High School. Instructional materials will be provided that align with approved PEIMS courses as specified by the Texas Education Code, Rapoport Academy curriculum and teacher syllabi.

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Students enrolled in MCJCD courses will use instructional materials adopted by MCJCD. The ECHS will be responsible for purchasing appropriate materials, including college textbooks, for students enrolled in college credit courses. ECHS faculty teaching college credit courses may select their own instructional materials as long as they are in compliance with IHE policies.

To the extent possible, MCJCD will coordinate with Rapoport Academy to reduce college textbook costs through use over multiple semesters.

### **Assistance, Student Waivers and Fees**

MCJCD agrees to waive tuition and standard fees for students identified as economically disadvantaged according to the established guidelines for the MCJCD dual credit tuition waiver. Tuition and fees for the remaining students who do not qualify for MCJCD waivers will be the responsibility of Rapoport Academy. Rapoport Academy Early College High School students will not have financial responsibility for tuition, fees or transportation costs associated with the program.

### **Instructional Calendars**

To the degree possible, both MCJCD and the ECHS will maintain their own instructional calendars, to begin in August/September and continue through May/June. However, students who are enrolled in Early College High School courses at MCJCD will be expected to attend classes even if ECHS is not session. Any issues of transportation will need to be addressed and resolved by the ECHS. MCJCD will not be required to provide transportation.

### **Student Enrollment and Attendance**

Students are eligible to enroll in the ECHS after they have filled out all necessary application forms, including parental support forms. Students will be chosen through a blind scoring of each application according to the application rubric. All students enrolled in high school courses will be expected to follow current Rapoport Academy attendance policies. Attendance records will be taken for all courses offered at the ECHS campus.

Students enrolled in college credit courses will follow current MCJCD attendance policies. Attendance will be taken at MCJCD based on the published College Attendance Policy.





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### **Building a College Culture**

Rapoport Academy ECHS and MCJCD will establish a learning community that blends high school and college, instilling a college-going culture among the participating students. Rapoport Academy ECHS students will:

- Develop a four-year high school graduation plan and post-secondary plan;
- Participate in high school credit classes and college credit classes for which students receive both high school and college credit;
- Participate in an advisory program which provides college campus orientation, academic counseling, college and career planning and additional student counseling; and
- Adhere to student behavioral expectations. ECHS students will be subject to MCJCD student conduct rules, policies and procedures as set forth in the MCJCD Highlander Guide Student Handbook while on the MCJCD campus or while in attendance at MCJCD classes. Failure to comply may result in dismissal of the student from MCJCD classes.

### **Qualifications of Faculty**

All ECHS teaching staff will be qualified, as defined by the College, to teach the college-level courses offered in order to meet the standards of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB). MCJCD administration will be provided the opportunity to assist in the screening process for the ECHS faculty being hired to teach college courses.

Hiring and evaluation of faculty teaching college credit courses shall be in accordance with MCJCD policies.

### **Professional Development**

Professional Development of the ECHS staff will be on-going, and will be provided through a selected Campus Improvement Team. The IHE liaison meet with the team to identify any challenges and make recommendations to the Principal for effective coordination, collaboration and continued development of the ECHS. ECHS faculty teaching college credit courses will be expected to participate in professional development activities offered by MCJCD, a minimum of 4 hours per academic year, which may include Professional Development Day, the annual Dual Credit Seminar, general faculty meetings, and division meetings. Professional development of MCJCD faculty will be provided through MCJCD.

MCJCD will endeavor to provide professional development opportunities that will promote interaction between ECHS and IHE faculty.



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### **Evaluation**

The School District and the College 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.

### **Procedures for Collecting and Sharing Student Data**

Student data will be collected at the ECHS facility in accordance with state regulations and Rapoport Academy data collection procedures. All student data will be disaggregated from the Rapoport Academy general population. Student data to be shared with MCJCD will include, but is not limited to, demographic and academic information, including TSI readiness by grade level, SAT/ACT and PSAT scores, number of hours taken and credits earned, GPA's, results of State assessments, and any other data necessary to assess program effectiveness in accordance with the Family Education Rights and Privacy Act.

The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and School District 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 regulations, including FERPA. For purposes of this agreement, each party designates the other party as its agent with legitimate educational interest in the students' educational records for purposes of FERPA.

### **Degree Hours Transferability**

MCJCD will provide the ECHS with information regarding course transferability to four year degree plans and assist students who elect to do so through the IHE liaison. Regular college advising for ECHS students will be a key component to facilitating the transfer of MCJCD courses. MCJCD will ensure that credit is assigned in the same semester in which it is earned. Transfer of MCJCD courses is subject to the rules and regulations of each IHE.



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### **Classroom Facilities**

The ECHS will provide IHE faculty and students the facilities and technology necessary to support a college learning environment. Students will have access to MCJCD email, Brightspace, WebAdvisor, and the MCJCD Library from ECHS computers. Use of MCJCD computers will be subject to MCJCD computer use policies.

### **Accommodations/Disabilities**

Dual credit students who may require special arrangements in order to meet course requirements because of a disability should contact MCC Disability Services as soon as possible to make necessary arrangements. Once that process is completed, appropriate verification from Disability Services will be provided to the student and instructor. Please note that instructors are not required to provide classroom accommodations to students until appropriate verification from Disability Services has been provided. For additional information, please visit [mclennan.edu/disability](http://mclennan.edu/disability).

Students with questions or who require assistance with disabilities involving physical, classroom, or testing accommodations should contact:

Disability Services  
[disabilities@mclennan.edu](mailto:disabilities@mclennan.edu)  
254-299-8122  
Room 249D, Completion Center, in the Student Services Center

MCC policies related to accommodations will apply to students enrolled in dual credit courses.

### **Title IX**

MCC cares about student safety and values an environment where students and instructors can successfully teach and learn together. Individuals who would like to report an incident of sexual misconduct are encouraged to immediately contact the Title IX Coordinator at [titleix@mclennan.edu](mailto:titleix@mclennan.edu) or by calling Dr. Drew Canham (Vice President for Student Success) at 299-8645. Individuals also may contact the MCC Police Department at 299-8911 or the MCC Student Counseling Center at MCC by calling 299-8210. The MCC Student Counseling Center is a confidential resource for students.

McLennan's Title IX webpage (<http://www.mclennan.edu/titleix/>) contains more information about definitions, reporting, confidentiality, resources, and what to do if someone is a victim of sexual misconduct, gender-based violence or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence or domestic violence.

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**Non-Discrimination**

Neither McLennan Community College nor XXXX Independent School District will discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment as required by Title VI or Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments Act of 1972, and the Age Discrimination Act of 1978.

The following staff member is designated to handle inquiries regarding nondiscrimination policies: Drew Canham, Vice President of Student Success, 1400 College Drive, 254-299-8645, [titleix@mclennan.edu](mailto:titleix@mclennan.edu)

**Indemnification**

To the extent authorized by law, in consideration of the performance both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.

**Amendment**

The Parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time 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.

**Severability**

If any clause or provision of this agreement 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 that 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.

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**Termination**

This agreement and partnership may be terminated by either party upon ninety (90) days written notice to the other party. In the event of termination during the initial term of this agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of both parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of Rapoport Academy ECHS, unless the parties mutually agree.

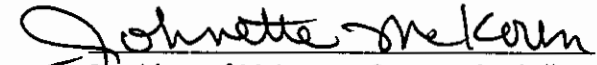
**Provision for Discontinuation**

Discontinuation of the ECHS program will only be allowed at the end of a grade level cohort, or when a cohort graduates. Discontinuation of the program will provide for the support of students enrolled in the program to ensure proper planning for graduation, and meet all the required elements of the program until complete discontinuation of the program.

Neither MCC nor the ECHS will discriminate on the basis of sex, race, age, handicap, color, or national origin in its educational and vocational programs, activities or employment as required by Title IX, Section 504 and Title VI.

  
\_\_\_\_\_  
Superintendent

4-13-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President of McLennan Community College

4-13-18  
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