



## **Memorandum of Understanding**

**Between**

**Evolution Academy  
and  
LAMAR INSTITUTE OF TECHNOLOGY**

The purpose of this agreement is to provide for the establishment of the EVOLUTION ACADEMY EARLY COLLEGE HIGH SCHOOL, a partnership between LAMAR INSTITUTE OF TECHNOLOGY (LIT) and EVOLUTION ACADEMY (EA). This agreement describes the roles and responsibilities for governance and operation of Evolution Academy Early College High School.

### **PARTNERSHIP SUPPORT FOR ECHS PRINCIPLES**

1. Establish a full and equal agreement between LIT and EA that provides for a flexible and creative approach to the mission, as well as organizational and fiscal requirements for both institutions.
2. Provide post-secondary education to underserved high school students for whom a smooth transition to college is problematic. This includes low-income or economically disadvantaged students, first-generation college students, English language-learners, and students at-risk of not graduating.
3. Collaborate in planning, implementation, and continuous improvement of EA-ECHS programs, including the selection of faculty, staff, and administration; curriculum development; training, and student services.
4. Provide college readiness, dual credit, and college credit courses for cohorts of approximately 100 students per grade for students in 9-12 at EA-ECHS.
5. Prepare high school students for successful career and educational futures. This includes the full integration of high school, college, and the world of work. This also includes developing students' commitment to learning, capacity for critical thinking, communication skills, computational skills, teamwork, personal/social responsibility, and understanding of their roles as future leaders.

Encourage personal/civic development programs that provide service learning, honors, and other supplementary learning experiences for EA-ECHS students.

6. Collaborate financially to address costs to both institutions and assist each in obtaining necessary funds from local, state, federal, and private/foundation resources to support successful operation of EA-ECHS.
7. Select at-risk students that reflect the diversity of the Beaumont community.

### **TERM, RENEWAL, TERMINATION OF AGREEMENT**

This agreement will commence on August 1, 2021 and terminate on July 21, 2026 and may be renewed or extended by the partners based upon their mutual consent. This agreement may also be amended by written agreement by both parties. Both LAMAR INSTITUTE OF TECHNOLOGY and EVOLUTION ACADEMY reserve the right to terminate this agreement, with or without cause, upon service of 90-day written notice to the other party. In this event, the date of termination will be the last day of the current semester or year of EA-ECHS school term, unless otherwise agreed by both parties. If notice is provided to terminate this agreement, EA-ECHS may not enroll any additional students in LIT.

### **GOVERNANCE**

EA-ECHS shall be governed by EA and LIT policies and are subject to statutes and corresponding regulations set forth by the State of Texas, as well as the federal government. The principal of EA-ECHS will report to the CEO of EA.

#### **EA-ECHS Advisory Committee**

An Advisory Committee comprised of representatives from LIT and EA will meet regularly to facilitate communication, evaluate instructional data, activities and programs, identify issues and challenges, and ensure continuous improvement of educational services and institutional effectiveness as it pertains to EA-ECHS. Members of the Advisory Committee will include:

1. LIT Representatives: Associate Vice President for Workforce and Strategic Initiatives, Director of Dual Credit, and Coordinator of Dual Credit.
2. EA Representatives: EA-ECHS principal, Please add the appropriate positions, and one faculty member.

#### **LAMAR INSTITUTE OF TECHNOLOGY Liaison to EA-ECHS**

The Director of Dual Credit, will serve as liaison to BISD-ECHS and as the college point of contact. The liaison and the EA-ECHS principal will meet regularly to ensure good communication and collaboration.

### **FACILITIES**

1. LIT will:
  - a. Provide EA-ECHS students access to student services, support services, library, fitness center, student center, and other facilities as LIT college students. They must be prepared to show proper student identification when requested.
2. EA and EA-ECHS will:

- a. EA will house the EA-ECHS within EA facilities. The space will include core learning classrooms (including library and learning resources), as well as administrative and student support areas. Buildings and installation, maintenance, utilities, and operations will be at EA's sole expense.
- b. Abide by LIT policies and procedures regarding building use, campus security, and students' rights and responsibilities.

### **INSTRUCTORS FACULTY AND ADMINISTRATION**

All personnel instructing ECHS students must meet the requirements set forth by the State of Texas and SACS-COC using criteria specific to the type of instruction (high school credit, college credit, or dual credit).

1. LIT will:

- a. Verify the credentials of all adjunct or full-time faculty teaching dual enrollment courses that receive both high school and college credit. The verification will be conducted using the policies and procedures set forth by the college for ensuring all faculty credentials meet the accreditation requirements of SACS-COC.
- b. Annually evaluate the instructional performance of any EA adjunct faculty teaching dual credit courses.
- c. Assist with the selection of EA-ECHS adjunct faculty.
- d. Invite EA-ECHS adjunct faculty and administrators to professional development opportunities offered by the college that are deemed to have a direct and positive impact on the students at EA-ECHS.
- e. Work collaboratively with ECHS principal to evaluate EA instructors and LIT instructors teaching dual enrollment course.

2. EA and EA-ECHS will:

- a. Verify the credentials of all instructors teaching high school credit classes. The verification will be conducted using policies and procedures set forth by EA, including verification of state certification requirements in their teaching subject area.
- b. Annually evaluate the performance of its instructors teaching high school credit courses.
- c. Pay all salaries and provide benefits for EA-ECHS faculty and staff.
- d. Invite LIT faculty and administrators to professional development opportunities offered by EA that are deemed to have a direct and positive impact on the students at EA-ECHS.
- e. Notify LIT and personnel when ECHS students are enrolled in dual credit courses.

### **CURRICULUM**

#### **Definitions**

- 1. **Dual Credit:** Courses for which students receive both high school and college credit.
- 2. **College Credit:** Courses for which student receive college credit only.

**3. High School Credit:** Courses for which students receive high school credit only.

LIT and EA will collaborate to ensure that EA-ECHS students have access to a course of study that enables students to earn a high school diploma and an associate's degree or 60 college credit hours by the date of their high school graduation.

1. LIT will:

- a. Assist with the identification of approved dual credit courses and creation of affiliation agreements.
- b. Give college credit for approved dual credit courses for which articulation agreements have been approved.
- c. Collaborate to develop a general course of study that will ensure students are able to meet high school graduation requirements while also earning a single associate's degree.
- d. Assist EA-ECHS in creating customized education plans based on students' interests and aptitudes.
- e. Provide professional development for ECHS faculty teaching courses for dual credit.
- f. Solicit input regarding curriculum development and instructional improvements from ECHS faculty teaching courses for dual credit.
- g. Monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the State, Southern Association of Colleges and Schools-Commission on Colleges (SACS-COC), LIT, and BISD.

2. EA and EA-ECHS will:

- a. Assist with the identification of approved dual credit courses and creation of Articulation agreements.
- b. Collaborate to develop a general course of study that will ensure students are able to meet high school graduation requirements while also earning a single associate's degree.
- c. Create customized education plans based on students' interests and aptitudes.
- d. Participate in professional development offered to ECHS faculty teaching LIT courses for dual credit.
- e. Participate in assessment and quality improvement discussions offered to ECHS faculty teaching LIT courses for dual credit.
- f. Monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the State, Southern Association of Colleges and Schools-Commission on Colleges (SACS-COC), LIT, and EA.

### **ACADEMIC PLAN**

An academic plan has been developed that will enable each student to earn a high school diploma and an associate's degree in general studies. College credit will be earned through dual credit courses. EA-ECHS will administer all applicable statewide instruments under Subchapter

B, Chapter 39 of the Texas Education Code. Both high school and college credit will be transcribed immediately upon a student's completion of the course. High school credit will be transcribed by EA; college credit will be transcribed by LIT.

1. LIT will:

- a. Meet regularly with the EA-ECHS principal and What Position? to review courses for dual credit in general education and the high school graduation plan.
- b. Update EA-ECHS on changes to programs or curriculum at LIT initiated by the college or mandated by the Texas Higher Education Coordinating Board (THECB).
- c. Furnish college calendars, course schedules, catalogs, and syllabi as needed to improve communication regarding curriculum and instruction.
- d. Collaboratively meet the demands of a changing curriculum as mandated by the State of Texas through THECB and TEA.

2. EA and EA-ECHS will:

- a. Meet regularly with the LIT Director of Dual Credit, department chairs, and advisors to review courses for dual credit in general education and the high school graduation plan.
- b. Update LIT on changes to programs or curriculum at the high school initiated by EA or mandated by the Texas Education Agency (TEA).
- c. Follow the Distinguished Academic Plan for graduating classes through June 2019.
- d. Furnish EA calendars, course schedules, bell schedules, testing schedules, graduation criteria, and syllabi as needed to improve communication regarding curriculum and instruction.
- e. Furnish LIT instructors and administration with grade submission deadlines to at the beginning of each semester.

### **INSTRUCTIONAL SCHEDULE AND CALENDAR**

LIT and EA-ECHS will work collaboratively to ensure that students have access to the courses they need each semester in order to facilitate successful graduation from high school and LIT.

1. LIT will:

- a. Share its instructional schedule and calendar with EA at the earliest possible date.
- b. Require EA-ECHS students to take the Texas Success Initiative (TSIA2) or applicable exemptions and meet specific score requirements on the assessment before enrolling in any LIT course.

2. EA and EA-ECHS will:

- a. Educate EA-ECHS students regarding the LIT calendar as it compares to the EA calendar.
- b. Evaluate each student's ability to successfully complete courses and grant permission only to those students most likely to succeed.
- c. Communicate grade submission deadlines to LIT instructors and administration at the beginning of each semester.

## **STUDENT RECRUITMENT AND SELECTION**

Students are recruited from all eighth grades across the BISD district.

1. LIT will:
  - a. Assist with public awareness on the benefits of Early College High School and the need for postsecondary education.
  - b. Provide members to serve on the Advisory Committee (see GOVERNANCE) charged with recruitment of students for the freshman class.
2. EA and EA-ECHS will:
  - a. Name a recruitment team headed by the EA-ECHS principal to recruit applicants. The team shall include the EA chooses position, student ambassadors, staff from EA, and membership from LIT.
  - b. Create a timeline for recruitment and admission activities.
  - c. Create a EA-ECHS website that provides recruitment and admissions information.
  - d. Conduct meetings with middle school counselors to introduce and explain the concept of ECHS.
  - e. Conduct assemblies and distribute recruitment/admission information to middle school students in EA.
  - f. Conduct student and parent meetings for students explaining the opportunities and commitment required of EA-ECHS students.
  - g. Admit up to 100 students to the freshman class.

## **STUDENT ADVISING AND ENROLLMENT**

LIT and EA-ECHS will work collaboratively to advise and enroll students in high school and dual credit courses that will lead to the successful completion of a high school diploma and an associate's degree by the end of the senior year of high school.

1. LIT will:
  - a. Set college readiness standards based upon procedures established by the Texas Higher Education Coordinating Board.
  - b. Assist with enrollment activities for all qualified students wishing to enroll in dual credit courses.
  - c. Provide access to the pre-assessment activities required prior to student completion of the Texas Success Initiative (TSIA2) assessment.
  - d. Maintain sole ownership of college transcripts for all EA-ECHS students.
  - e. Collaborate with EA-ECHS in tracking student success in dual credit and college courses.
  - f. Not allow EA-ECHS students to drop courses without approval from the principal.
  - g. Provide access for ECHS principal, counselor, and necessary staff to the Starfish Early Alert System to enable consistent ability to monitor individual student grades in dual enrolled courses.
2. EA and EA-ECHS will:

- a. Require all incoming freshmen to complete the pre-assessment activity and TSIA2 assessment to determine college readiness, or use appropriate TSIA2 exemptions. Testing must be conducted in a timely manner to allow time for advising and enrollment.
- b. Pay all college placement testing and re-testing fees.
- c. Maintain sole ownership of high school transcripts for all EA-ECHS students.
- d. Provide EA-ECHS student with weighted grade point to determine their weighted grade point average and class rank, in accordance with EA board policy.
- e. Obtain waiver from parents/guardians regarding the Family Educational Right to Privacy Act (FERPA) and share this information with LIT.

### **STUDENT TUITION AND FEES**

- 1. LIT will:
  - a. Waive tuition and fees for all EA-ECHS students enrolled in college credit courses. EA will be billed for tuition and fees at the dual enrollment rates for ECHS according to TSUS Board of Regent's Policies.
- 2. EA and EA-ECHS will:
  - a. Communicate with students and parents regarding the conditions under which students receive waivers for tuition, fees, and transcripts.
  - b. Reinforce high academic expectations during student advising.

### **STUDENT TEXTBOOKS AND SUPPLEMENTAL MATERIALS**

- 1. LIT will:
  - a. Provide timely and accurate information regarding required and supplemental textbooks and supplies for all college courses listed in the course articulation agreement.
  - b. Require new text book adoptions only as needed due to book wear and tear.
- 2. EA and EA-ECHS will:
  - a. Provide all required and supplementary textbooks and supplies for college courses listed in the course articulation agreement.
  - b. Ensure that textbooks to be used for multiple semesters are verified by LIT to be viable textbooks for the duration of their use.

### **STUDENT SUPPORT SERVICES**

- 1. LIT will:
  - a. Provide EA-ECHS students with and LIT identification card and access to LIT's online library databases, materials, and resources.
  - b. Provide EA-ECHS students with access to tutoring centers, computer labs, and libraries.

- c. Encourage qualified students to participate in honors, service learning, undergraduate research, and other forms of student engagement that promote academic excellence and success.
  - d. Provide EA-ECHS students access to the college student center, student clubs and organizations, and fitness facilities to support their social/emotional development.
  - e. Provide students with information regarding academic transfer pathways beyond an associate's degree.
2. EA and EA-ECHS will:
- a. Provide students with appropriate counseling, academic advising, and career planning to establish a clear pathway to a college degree while also completing high school.
  - b. Provide students with information regarding academic transfer pathways beyond an associate's degree.
  - c. Encourage qualified students to participate in honors, service learning, undergraduate research, and other forms of student engagement that promote academic excellence and success.
  - d. Provide interventions for students in poor academic standing.

### **STUDENT CONDUCT**

LIT and EA-ECHS will collaborate on all matters regarding student rights, responsibilities, and discipline.

- 1. LIT will:
  - a. Enforce all requirements of student conduct as described in the LIT catalog and student handbook. This includes, but is not limited to, student behavior and academic dishonesty.
  - b. Adhere to student grievance procedures as described in the LIT catalog and student handbook.
  - c. Require students to meet LIT attendance policies for all dual credit courses.
- 2. EA and EA-ECHS will:
  - a. Enforce all requirements of student conduct as described in the EA student handbook. This includes, but is not limited to, student behavior and academic dishonesty.
  - b. Require students to meet EA attendance policies for all high school credit courses.

### **GRADING AND STUDENT ACADEMIC STANDING**

LIT and EA-ECHS will collaboratively determine students' academic standing through communication and data sharing.

- 1. LIT will:
  - a. Alert the ECHS principal and/or counselor to student grades or behaviors that indicate problems.
  - b. Provide numeric mid-term and final grades to the ECHS principal and counselor.



- c. Utilize the LIT grading scale for calculating grades in all courses. Student attendance in courses will not guarantee a passing grade.
2. BISD and EA-ECHS will:
- a. Notify LIT faculty of EA-ECHS students in their course sections and provide contact information for reporting concerns.
  - b. Utilize student data to determine student eligibility to remain in ECHS.
  - c. Report high school grades to students utilizing the district developed grade reporting calendar.
  - d. Issue a report card for students and parents at mid-semester for LIT courses.

### **STUDENT TRANSPORTATION**

When necessary, EA will provide transportation for students to and from ECHS in accordance with EA transportation guidelines.

### **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

EA will administer all statewide assessment instruments in accordance with TEC Subchapter B, Chapter 39. Any college instructors provided by LIT will be notified at least 2 months in advance of the assessment.

### **PERFORMANCE AND EFFECTIVENESS**

LIT and EA will collaboratively define the evaluation process, and evaluate the effectiveness of the ECHS each academic year. The results will be reported to the boards of each institution. This evaluation will include, but not be limited to, AEIS/School Report Card, ECHS portfolio, course completion data, student and parent surveys, as well as other forms of college and local community input.

### **Data collection and sharing**

LIT and EA will collaboratively define data points and methodologies for sharing data that protect students' information while providing program-level data for assessment and continuous quality improvement. LIT will provide access for ECHS principal, counselor, and necessary staff to the Starfish Early Alert System to enable consistent ability to access individual student grades in dual enrolled courses. The Starfish Early Alert System is directly connected to the Blackboard grading system, so ECHS staff will be able to have consistent access to dual enrollment student grades.

### **FISCAL AGENT**

EA will serve as the fiscal agent for the purposes of this Memorandum of Understanding. Under this arrangement, EA will be the recipient of the ECHS funds from the TEA.

### **BUDGET**

LIT and EA staff will collaboratively develop the ECHS budget.

1. LIT will:
  - a. Waive tuition and fees for all EA-ECHS students enrolled in college credit courses. EA will be billed for tuition and fees at the dual enrollment rates for ECT-IS according to TSUS Board of Regent's Policies.
  - b. Support day-to-day operational costs associated with student support services on the LIT campus.
2. EA and EA-ECHS will:
  - a. Support day-to-day high school instructional costs, including administrative and staff salaries, transportation, and other school-related expenditures.
  - b. Assume responsibility for providing college textbooks to ECHS students.

### **SUSTAINABILITY**

LIT and EA have planned and budgeted for sustainability beyond the expenditure of start-up funds.

1. LIT will:
  - a. Provide funds for support services, as well as tuition and fee waivers for all EA-ECHS students enrolled in dual credit courses in which EA provides a qualified teacher who can serve as an adjunct and the course is taught at a BISD facility. EA will be billed for tuition and fees at the dual enrollment rates for ECL-IS according to TSUS Board of Regent's Policies.
2. EA and EA-ECHS will:
  - a. Provide local funds for high school instruction, administration, and professional development beyond the expenditure of start-up funds.

### **RESPONSIBILITY OF THE PARTIES**

#### **Regulatory Requirements**

All members of the ECHS faculty and administration, as well as any other party connected with the ECHS program, must comply with regulations regarding the report of alleged child abuse, school-related crimes, and sexual molestation.

**Governing Law**

This agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in Jefferson County, Texas. The parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.

**Relationship**

It is understood and agreed that Parties are independent contractors. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties or as agent of Parties. The agreement does not create a joint venture or business partnership under Texas law. Each Party is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of their employees, agents, volunteers, and representatives. They agree that either Party has no responsibility for any conduct of the other Party's employee, agent, volunteer, or representative.

**No Waiver or Immunity**

Neither Party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this agreement and performance of the functions or obligations described here.

**MODIFICATION OF THIS AGREEMENT**

This Memorandum of Understanding may be modified or amended only by mutual agreement of the Parties in writing, and any such modification or amendments shall be attached and become part of this collaboration as set forth herein.

Should LIT or EA terminate their application for the ECHS, the Parties agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

IN WITNESS WHEREOF, the parties have duly approved this AGREEMENT EXECUTED IN TWO original counterparts on this day of 20 .

By:  \_\_\_\_\_  
Lamar Institute of Technology President

By:  \_\_\_\_\_ On behalf of Evolution Academy  
Evolution Academy CEO

