

Intermediaries play a crucial role in supporting the development of Early College High Schools. They act as critical friends, providing advice to school leadership, planning teams, and staff. They identify school needs and connect schools to resources, including funding, professional development, curriculum, and materials. They are political allies who often mediate conflicts (for example, with the school district or university) and advocate for schools. Intermediaries also help to build bridges between schools and potential allies. Perhaps, most importantly, intermediaries are simply there when they are called upon by the schools that they support.

Early College High Schools Resources for Intermediaries MOUs and Agreements

Why MOUs?

The Memorandum of Understanding spells out the terms of agreements between institutions, including schools, school districts, and institutions of higher education. Many misunderstandings can be avoided if parties are clear about such issues as financing, space utilization, how credits will be awarded, pre-requisites for taking college classes, and access to college/university facilities, among others.

The following MOUs/Agreements* were selected to provide samples that may be used as references or adapted in developing local agreements that specify expectations for the role that schools, school districts, and postsecondary institutions will play in an Early College High School. These documents are intended only to aid local discussions and planning. MOUs are legal documents that must be developed and ratified locally. Each Early College High School will need to develop agreements that are specific to local circumstances, including authorizing institutions, agencies, and statutes.

- The Memorandum of Understanding—Early College High School outlines the terms for a dual enrollment/dual credit program involving a school district and university or college. Included are expectations for governance, how credit will be assigned for college work, who will teach courses, where courses will be taught, tuition, fees and books, and liability.
- The Course Articulation Agreement includes procedures used to determine when a course may be counted for dual credit.
- Memorandum of Understanding—Use of Facilities details an agreement for how two or more schools will share space within the same building.

This resource packet was prepared by JFF solely for use by intermediaries that are helping to establish Early College High Schools.

*Sources Used:

Boyce Campus Middle College High School Collaborative Agreement
Small Schools Office of the Chicago Public Schools
South Texas Community College Concurrent Enrollment: Academic Dual Credit
University of California Dual Admissions Proposal

Sample Memorandum Of Understanding

Early College High School

_____ (herein called the “University”/”College”)
and _____ (herein called the “School District”) enter the following contract
and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the parties to this Memorandum of Understanding desire to establish an Early College High School, serving grades _____, and provide Concurrent Enrollment for Academic Dual Credit University/College courses for high school students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language learners, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS Early College High Schools are small schools with enrollments of 400 or fewer students who earn both a high school diploma and two years of college credit toward a Bachelor’s degree; and

WHEREAS Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

1. GOVERNANCE: The Early College High School established under this agreement will be governed by the School District and subject to district, state, and federal policies and requirements. The chief administrative officer of the Early College High School will report to the School District Superintendent. An advisory committee comprising representatives of the University/College and School District will meet monthly to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.

2. PROVISION OF COURSES: The University/College will give credit for courses for which Course Articulation Agreements have been approved and such courses shall have been evaluated and approved through the official University/College curriculum approval process, and shall be at a higher level than taught by the high school.

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MEMORANDUM OF UNDERSTANDING
Concurrent Enrollment For Academic Dual Credit

3. COURSE COMPLIANCE: The University/College is responsible for involving full-time faculty teaching in the discipline in overseeing University/College course selection and implementation in the high schools to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venues where the University/College offers courses. The University/College will designate staff personnel to monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the University/College, and the School District.

4. INSTRUCTORS: All instructors must meet the University's academic requirements. Instructors provided by the School District will be designated as University/College Adjunct faculty. The University/College will provide an instructor for the Academic Dual Credit course conducted on the University/College campus, and the School district will provide an instructor for the Academic Dual Credit course conducted in the high school. The University/College will pay the salary of instructors who teach a campus course. The School District will pay the salary of instructors who teach in the high school.

5. FACILITIES: Courses will be conducted at facilities provided by the School District and at the campus of the University/College. High school students and high school instructors will have access to instructional and non-instructional resources available on the campus of the University/College. Students and instructors will receive a campus identification card.

6. TUITION AND FEES: The School District will be responsible for arranging payment of tuition, but students will be exempt from additional mandatory fees. The University based on the Course Articulation Agreement will invoice the School District.

7. BOOKS AND SUPPLEMENTAL MATERIALS: University/College approved textbooks, syllabi, and course outlines, applicable to the courses when taught at the University/College campus or other instructional venues shall apply to the courses, and all students in the courses, when offered under the provisions of this agreement. All textbooks and supplemental materials required for classes, as determined by the Course Articulation Agreement, will be the responsibility of the School District. University/College approved textbooks purchased by the school district may be used for at least ____ years from the date of purchase.

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MEMORANDUM OF UNDERSTANDING

Concurrent Enrollment For Academic Dual Credit

8. ENROLLMENT: Upon mutual agreement, the University/College will assist with enrollment at the School District one (1) time per semester for all students who are qualified and wish to enroll in academic dual credit courses.

9. INSTRUCTIONAL CALENDAR: For University/College credit courses taken for credit in the high school, the instructional calendar to be used is that of the participating School District. For University/College courses taken for credit on the University/College campus, the University/College instructional calendar is to be used.

10. CONDUCT: Early College High School students are required to adhere to University/College regulations regarding facilities and equipment usage, and University/College and School District codes of conduct, subject to appropriate action taken by the School District and University/College.

11. SAFETY: If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the University/College, the response to such incidents will be based upon operating University/College regulations, guidelines, and procedures.

12. INDEMNIFICATION OF UNIVERSITY/COLLEGE: To the extent authorized by law, in consideration of the performance by 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, debts, from either (1) claimed or actual defects in premises owned or controlled by the other party and used in the performance of this agreement; or (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this MOU controlled by the School District and used in the performance of this agreement; (2) any acts or omissions of the School District, its agents, servants, or employees in the performance of this MOU.

13. RENEWAL AND TERMINATION OF AGREEMENT: This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for one (1) year following signing and is renewable based on the consent of the signatory parties. The University/College and School District reserve the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires.

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MEMORANDUM OF UNDERSTANDING
Concurrent Enrollment For Academic Dual Credit

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT,
EXECUTED IN TWO original counterparts on this _____date of _____.

UNIVERSITY

By: _____
University President

SCHOOL DISTRICT

By: _____
School District Superintendent

Sample Course Articulation Agreement

Academic Dual Credit Course Articulation Agreement

In compliance with THE STATE BOARD OF EDUCATION RULES FOR CURRICULUM, Chapter __, Section __, High School Credit for University Courses, (page __). We have acted as examiners for _____ School District and _____ University in the matter of University course: _____ and Academic Dual Credit high school course _____.

I. We have analyzed the University syllabus and compared it to the (STATE ASSESSMENT) for the high school course. The course for which Academic Dual Credit is to be awarded will provide academic instruction equivalent to the University course and beyond or in greater depth than the (STATE ASSESSMENT). A copy of the Academic Dual Credit course syllabus attached.

II. We have examined the textbook for their Academic Dual Credit course and have determined that the following text(s) will be used for the course: _____.

III. In compliance with the state-mandated (STATE ASSESSMENT) laws, students must meet the eligibility criteria and demonstrate certain academic prerequisites at the time of enrollment into the course. We have received the University's academic prerequisites for this Academic Dual Credit course, and certify that they have been met.

IV. We have verified that the University is currently accredited by the (ACCREDITATION BODY) as required, and meets (ACCREDITATION BODY) requirements to offer Academic Dual Credit courses to high school students.

THEREFORE, this Academic Dual Credit course may be taken by the high school students who meet eligibility criteria established by the University as stated in Section __ for credit towards high school graduation and as delineated in the Memorandum of Understanding.

School District Examiner Date

University Examiner Date

The cooperating School District hereby agrees to arrange payment of tuition, fees, and/or other charges for the students enrolled by the district for the _____ semester in the University course: _____.

The University will invoice the school district after the twentieth class day during Fall and Spring semesters and after the seventh class day during Summer semesters for each student appearing on the roster.

Approvals: _____
School District Administrator / Date University Chief Academic Officer / Date

Billing Address: _____

Sample Memorandum of Understanding: Use of Facilities

(Adapted from Small Schools Office, Chicago Public Schools)

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

A. _____ will be housed in the following classrooms:

B. _____ will be housed in the following classrooms:

C. _____ will be housed in the following classrooms:

II. COMMON AREAS

A. The school will have use of the following common areas: the cafeteria; the gymnasium; the library; the auditorium; the athletic fields; and _____, as noted below.

B. The Parties will adjust the schedule for the specific use of these common areas during regular meetings, and as needed, by agreed upon procedures.

C. A central schedule detailing the specific use of the common areas for each month will be agreed to and posted at a _____ by the first school day of the month.

D. OTHER.

E. GYM

F. CAFETERIA

G. LIBRARY

H. AUDITORIUM

I. PLAYGROUND

J. OTHER COMMON SPACES

III. ENTRANCES AND EXITS

A. _____ students will enter and exit from _____.

B. _____ students will enter and exit from _____.

C. _____ students will enter and exit from _____.

IV. OFFICE SPACE

A. _____ will use office _____.

B. _____ will use office _____.

C. _____ will use office _____.

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MEMORANDUM OF UNDERSTANDING
Use of Facilities

V. TEACHERS' WORK AREA

A. _____ will use room _____ as a teachers' work area.

B. _____ will use room _____ as a teachers' work area.

VI. ADDITIONAL ITEMS

PART TWO: RESPONSIBILITY FOR OPERATIONAL ISSUES

I. Physical Plant

A. _____ will open the building each weekday morning.

B. _____ will close the building each weekday evening.

C. _____ will be in charge of turning on and off the lights.

D. _____ will be in charge of the HVAC system.

E. Other: _____

II. Engineer & Staff

A. _____ will monitor and communicate with the engineer and staff.

B. Other: _____

III. Custodial Staff

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MEMORANDUM OF UNDERSTANDING
Use of Facilities

IV. Security

A. _____ will have the security codes to the electronic security system and will disengage the system each morning and set the system each night.

B. Security staff will be hired and supervised by _____.

C. If any of the above individuals are absent or not available on a particular day, _____ will be responsible for that function.

V. Other:

SIGNATURES

DATED: _____