

A TEMPLATE FOR AN EARLY/MIDDLE COLLEGE

EARLY MIDDLE COLLEGE, EST. 20

Memorandum of Understanding

Effective Date and Parties

This Memorandum of Understanding is made this day of , , by and between (hereinafter referred to as the Host College or University), Public Schools (hereinafter referred to as the School District), collectively referred to as "the parties." This agreement shall remain in effect for a period of year(s) and shall expire on , . At the time of the expiration date, the agreement shall be reviewed and updated in its entirety. (Note: The parties may also choose to establish an open-ended agreement with no termination date).

Definitions

School District instructors shall be referred to as "teachers" and Host College/University instructors shall be referred to as "professors." Collectively, all instructors for both entities shall be referred to as "faculty."

A high school period shall be referred to as a "class" and the Host College/University period shall be referred to as a "course."

The program site shall be referred to as the "high school" and the Host College/University site shall be referred to as the "campus."

Add additional definitions as needed.

Purpose

The School District and the College/University are applying to the Michigan Department of Education to request approval to establish the Early Middle College Program/High School, hereinafter called "the EMC." The EMC shall begin operation , (month year), offering students in the district(s) a unique high school and college learning experience. This application has been approved by the School District's public school board of education/trustees.

The objective of the EMC is to offer students entering Grade a five-year program that combines high school coursework with the first two years of college,

culminating in the attainment of a high school diploma and, potentially, an Associate Degree at no cost to the student or parents.

The EMC will be located at _____ (Host College/University) and utilize the resources of both the Host College/University and the School District for students admitted to the EMC.

Program Design

Students who are admitted to the EMC will complete a sequence of high school and college courses leading to the fulfillment of all Michigan Merit Curriculum requirements, as well as an Associate Degree or an industry-recognized technical certificate, upon the completion of the five-year program.

Course Sequence

The proposed typical course sequence is set forth in Exhibit A.

Admission Procedures

Students must be from the _____ School District(s). Applications for admission into the EMC program/high school shall be made to the School District. (Note: Districts may elect to admit students by lottery or other means defined by the parties that are in compliance with the Civil Rights Act requirements; for EMCs that form a school within a school, or shared educational entities may choose to establish maximum enrollments; and full EMC high schools may choose to enroll all students in the high school). Eligible students must have successfully completed the eighth grade.

The number of students allowed to enroll shall be negotiated between the School District and the Host College/University, not to exceed _____ students per grade level. The Host College/University has the final decision on the number of students it can accommodate in a given year; however, once admitted, students will be allowed to remain in the program through completion at the conclusion of Grade 13.

The EMC is dedicated to serving underrepresented, underachieving and underperforming students, especially those students who are economically disadvantaged and/or the first in their family to attend college. Students must declare their EMC status no later than the first fall count of their 11th grade (junior year) of high school. A single application shall be completed for both the EMC and the Host College/University. Consideration will be given to the student's academic standing, ACT performance, Accuplacer or Compass scores. Additional consideration will be given to the students' community service. *(Note: The law*

does not preclude the School District from doing what is in the best interest of the student).

School District Responsibilities

- a. High School teachers from the _____ school district(s) shall be employees of the district and not the Host College/University. The School District shall be solely responsible for their pay and benefits and workers compensation insurance. The School District shall be solely responsible for addressing complaints made by and/or against the teacher, including without limitations, investigations and/or determining and administering appropriate discipline.
- b. If EMC classes/courses are held at the site of the School District, the School District will provide the Host College/University with telephone and Internet access, utilities, air conditioning, custodial services, and on-site parking at no charge to the Host College/University.
- c. The School District will collaborate with the Host College/University on the career and college readiness curriculum necessary for the completion of the five-year EMC planned coursework.
- d. The School District will be responsible for all administrative responsibilities relative to providing Free and Reduced Lunch (FRL) meals to qualifying E/MC students. This includes the MEGS+ application process, the income eligibility process, and the claim submission. *(Note: in some cases, the college partner might be jointly responsible for providing FRL on their campus. This is an item for discussion and agreement between the district and the college partner.)*

Host College/University Responsibilities

- a. The Host College/University will provide the EMC with classrooms, office space, and other meeting rooms at no charge to the School District.
- b. If EMC classes/courses are held on the Host College/University site, the Host College/University will provide the EMC with telephone and Internet access, utilities, air conditioning, custodial services, and on-site parking at no charge to the School District or EMC.
- c. The Host College/University will collaborate with the School District on the career and college readiness curriculum necessary for the completion of Associate Degree coursework.
- d. The Host College/University faculty shall be employees of the Host College/University. Appropriate professors with required Higher Learning Commission (HLC) status will be made available to teach EMC courses as necessary.

Joint Responsibilities

The Host College/University will collaborate with the School District on the career and college readiness curriculum necessary for the completion of the five-year EMC planned coursework.

The Host College/University and the School District agree to prohibit students, faculty, or staff from publishing any materials as a direct result of activities in the EMC unless such publication is approved for release, in writing, by the Host College/University and the School District and such approval is not to be withheld unreasonably.

A student's educational records and information concerning a student are confidential and such records and information will be made available only to the student and the student's parent or guardian or to individuals expressly authorized in writing by the parent or guardian. However, students 18 years of age or older enrolled in courses offered by the Host College/University must execute a FERPA (Family Educational Rights and Privacy Act) Disclosure Agreement authorizing the Host College/University to disclose educational records, information to parents, guardians, the School District or other persons before the Host College/University will disclose the student's educational records.

Both the School District and the Host College/University shall provide distinct wrap-around services to ensure the success of each EMC student. Such wrap-around services shall include:

- a. Guidance and Counseling
- b. Career and College Readiness Curriculum Support
- c. A designated EMC liaison to answer student questions

d. Behavior and misconduct obligations

Both parties shall also ensure compliance with the Michigan Department of Education Pupil Accounting Manual under Section 5-G-B Early Middle College, November, 2012, and applicable state law.

Governance

Description of board authorities, administrative authority, etc.

Course Compliance

Professors will monitor the quality of college courses to ensure that course goals and standards are understood and that guidelines are followed.

Teacher Certification

All teachers must meet the state's certification requirements as required by Michigan law.

Facilities

EMC students will have access to instructional and non-instructional resources available on the campus of the Host College/University. Students will receive an identification card to be provided by the Host College/University.

Tuition, Fees, Refunds and Foundation Allowance Transfer

This section must comply with Section 388.514 of the Postsecondary Enrollment Options Act, Act 160 of 1996.

Books and Supplemental Materials

College approved textbooks, syllabi, and course outlines, applicable to the courses when taught at the Host College/University 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, will be the responsibility of the School District. College/University approved textbooks purchased by the School District may be used as long as the text is required for the applicable course. *(Note: Refer to Section 388.514 of the Postsecondary Enrollment Options Act, Act 160 of 1996 for detailed rules regarding books as school property).*

Enrollment

The Host College/University shall determine whether there is sufficient enrollment to run post-secondary courses.

Instructional Calendar

Respective calendars are to be used for the High School and for the Host College/University. Calendars shall be shared with each party months in advance of the start of the school year/semester, including starting and ending times of the school day/courses.

Student Code of Conduct

Refer to School District and Host College/University Student Code of Conduct. Each parties' publication shall apply to its respective EMC student while on its campus or school grounds. This shall include adhering to regulations regarding facilities and equipment usage, safety rules, etc.

Indemnification of College

Indemnification and hold harmless clause should be inserted here.

Advising

Both parties agree to supply adequate counseling for the EMC, including academic advising services to students enrolled in college degree programs. The Host College/University agrees to supply professional development opportunities to the academic advisor so that s/he can provide accurate advising to students. The Host College/University also agrees that students who need academic advising beyond the capabilities of the staff provided by the School District may use the advising and counseling services of the college. (Note: It is suggested that specific titles and duties be explicitly stated in this section as part of the wrap-around services available to EMC students).

Parent/Student Orientation

Both parties agree to jointly host a parent/student orientation to cover the essential components of the EMC. This will include FERPA regulations, adult learning environments on the campus, and financial aid eligibility and implications. The EMC shall also disclose any fees that may become the responsibility of the parent/student should the student not successfully complete a college course.

Marketing

All marketing materials for the EMC shall be developed and approved collaboratively by the School District and the Host College/University. Use of names, logos, or other representations of either entity on such materials is subject to approval by authorized administrative authorities of the School District or the Host College/University, as applicable.

Reporting

STARR reporting shall be completed by the Host College/University. The School District shall maintain normal reporting requirements to the Michigan Department of Education (e.g. MSDS, CTEIS if applicable, etc.). The School District will engage in Michigan Early/Middle College Association (MEMCA) data reporting as feasible.

Equity and Access

Insert Special Education resources and non-discrimination clauses.

Insurance

Each party shall be responsible for maintaining insurance adequate to cover claims for personal injury to person or property of students and/or third parties caused by that party, its respective employees, trustees, officers and representatives arising out of or related to the performance of this agreement.

Termination

This Memorandum of Understanding shall remain in force until terminated by either party with written notice given at least one year prior to termination. Students enrolled in the EMC at the time of termination will be allowed to finish the program as shown in the five-year course sequence.

Entire Agreement

This Memorandum of Understanding represents the entire agreement between the parties and supersedes any prior agreements and/or verbal understandings. If any portion is determined to be void or unenforceable by a court of law, the remainder shall remain in effect as long as the purpose of the memorandum has not been altered.

Amendments

This Memorandum of Understanding may only be modified by an amendment executed by both parties.

For School District	For Host College/University
Typed Name	Typed Name
Title	Title
Date	Date

This document is only a sample MOU for prospective Early/Middle College High Schools or Programs and should not be considered as legal advice. It is recommended that the School District or Host College/University consult with legal counsel before signing a formal MOU.