CREATION OF THE T-STEM ACADEMY

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 MCC) , and the XXXXX Independent School District (herein referred to as ISD), a local public school, which are both located in McLennan County, Texas. It has been developed for the support of the XXXXX T-STEM Academy, established under the auspices of the Texas Education Agency T-STEM Academy Designation pursuant to the authority granted in compliance with section 39.235 of the Texas Education Code and section 102.1093 of the Texas Administrative Code.

WHEREAS, the purpose of this agreement is to outline the collaboration of the parties, as listed above, in support of XXXXX T-STEM Academy.

WHEREAS, the parties to this MOU desire a T-STEM Academy in the 2022-2023 academic year and seek to provide for enrollment in college courses by the T-STEM 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 XXXXX ISD and MCC are willing and able to facilitate development of this program to benefit underserved students;

WHEREAS, MCC and XXXXX ISD are authorized by state law to establish and enter into agreements for T-STEM Academy 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 college credit hours toward a certificate or Associate degree. While attending the T-STEM Academy, 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 the T-STEM Academy will enter post-secondary education and/or training with significant advanced standing.

Principles

A. To establish a mutually beneficial partnership between MCC and the ISD 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 T-STEM Academy programs, including provision for faculty, staff, and administration.
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. MCC will waive tuition and standard fees for students identified as economically disadvantaged according to the established guidelines for the MCC dual credit tuition exemption. Day to day costs, such as transportation to and from the MCC campus, will be the responsibility of the T-STEM Academy.
E. To assure that classes and activities of the T-STEM Academy on the MCC 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 (THECB) and the Texas Education Code (TEA).
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 in college visits and in academic and admission procedures, including advisement, registration procedures, assessment and placement procedures, at MCC. In addition, weekend, Saturday, or summer programs and activities, and extracurricular activities may be offered by the ISD, MCC, or both. Students will gain access to the MCC facilities by way of their MCC 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 July 31, 2023 ("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 7 below.

Governance

A. The T-STEM Academy established under this agreement will be governed by state and federal laws and regulations, as well as ISD, and college policies and requirements. The ISD shall apply to the Texas Education Agency for the establishment and continued approval of a T-STEM Academy designation.

B. 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 consist of representatives from MCC, the ISD, local and regional communities.

C. The T-STEM Director/Principal (chief administrative officer of the T-STEM Academy) will be appointed by the Superintendent of the ISD. The Director will be an employee of the ISD. The ISD 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 MCC including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The ISD 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 ISD Human Resources Policies and Procedures, MCC will have the opportunity to be represented on the Director search committee, take part in the deliberations. The ISD 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 ISD.

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.

Location

The T-STEM Academy will offer courses at the high school campus for students served in 9th and 10th grades. T-STEM Academy courses for 11th and 12th grades may be held at the MCC campus as appropriate. Approved locations and delivery models can include:

- T-STEM Academy site
- MCC campus
- Internet Delivery, including hybrid

Subchapter B, Chapter 39

The T-STEM Academy 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 T-STEM Academy will administer the Texas Success Initiative (TSI) college placement exam to students to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing.

T-STEM Academy 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. T-STEM Academy 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

T-STEM Academy students classified as freshmen and sophomores will be enrolled in coursework at the high school campus. T-STEM Academy students classified as juniors, and seniors may receive course instruction at the MCC campus, as appropriate.

Grading periods and policies for high school courses will be governed by ISD high school policies and procedures. All grades will be recorded in a numerical format or other format approved by the ISD. ISD Grade Point Average (GPA) policies will remain in place for the T-STEM Academy students. T-STEM Academy course grades are weighted for Grade Point Average purposes as specified by the ISD.

Grading periods and policies for college credit courses will be under the authority of the college. MCC grading practices are on a semester rotation. The Course Catalog, syllabi and policies at MCC will determine the grading practices. Grades for college credit coursework will be provided to the T-STEM Academy each semester the week following final exams.

Eligible Courses

Eligible courses will be determined by the same policies governing the dual credit relationship between MCC and the ISD.

Student Eligibility

Student eligibility will be determined by the same policies governing the dual credit relationship between MCC and the ISD.

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 degree, post-secondary certificate, or industry certification.

Associate of Arts/Associate of Science—T-STEM		
	Fall	**Spring**
Grade 9	PSYC/EDUC 1300 (online)	ARTS 1301 (online)
Grade 10	HIST 1301 (T-STEM site) BCIS 1305* (online)	HIST 1302 (T-STEM site) SPCH 1315 (MCC campus/online)
Summer	**Elective:** _____ (MCC campus/online)	
Grade 11	ENGL 1301 (T-STEM site) GOVT 2305 (MCC campus/online) **MATH:** _____ (MCC campus/online)	ENGL 1302 (T-STEM site) GOVT 2306 (MCC campus/online) **Elective:** _____ (MCC campus/online)
Summer	ENGL Literature (MCJC campus/online)	
Grade 12	**Science**: _____ (MCC campus/online) SOCI 1301 or PSYC 2301 or ECON 2301 (MCC campus/online) **Elective:** _____ (MCC campus/online)	**Science:** _____ (MCC campus/online) **Elective:** _____ (MCC campus/online) **Elective:** _____ (MCC campus/online)
Courses may be adjusted with the assistance of an MCC advisor, taking into consideration a student's academic goals at both MCC and future colleges. *BCIS 1305 may not be a required course on all degree plans. However, the course is recommended to build computer skills.		

Curriculum Alignment

Curriculum alignment will be assured through completed grade level based "crosswalks" or matrices that delineate which T-STEM Academy courses may be taken for college credit. The crosswalks will be reviewed annually by MCC and the T-STEM Academy.

See Appendix A for the detailed course crosswalk.

Instructional Materials

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

Students enrolled in MCC courses will use instructional materials adopted by MCC. The T-STEM Academy will be responsible for purchasing appropriate materials, including college textbooks, for students enrolled in college credit courses. T-STEM Academy 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, MCC will coordinate with the ISD to reduce college textbook costs through use over multiple semesters and/or the use of low-cost open educational resources.

Assistance, Student Waivers and Fees

MCC agrees to waive tuition and standard fees for students identified as economically disadvantaged according to the established guidelines for the MCC dual credit tuition exemption. Tuition and fees for the remaining students who do not qualify for MCC exemptions will be the responsibility of the ISD. T-STEM Academy students will not have financial responsibility for tuition, fees or transportation costs associated with the program.

T-STEM Academy Enrollment and Attendance

Students are eligible to enroll in the T-STEM Academy after they have filled out all application forms deemed necessary by the ISD. All students enrolled in high school courses will be expected to follow current ISD attendance policies. Attendance records will be taken for all courses offered at the T-STEM Academy campus.

Students enrolled in college credit courses will follow current MCC attendance policies. Attendance will be taken at MCC based on the College Attendance Policy, published online in the MCC General Catalog.

Building a College Culture

The T-STEM Academy and MCC will establish a learning community that blends high school and college, instilling a college-going culture among participating students. The T-STEM Academy 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; and
- participate in an advisory program which provides college campus orientation, academic counseling, college and career planning and additional student counseling.

Professional Development

Professional Development of the T-STEM Academy staff will be on-going**,** and will be provided through a selected Campus Improvement Team. The MCC liaison will meet with the Team to identify any challenges and make recommendations to the Principal for effective coordination, collaboration and continued development of the T-STEM Academy. T-STEM Academy faculty teaching college credit courses will be expected to participate in professional development activities offered by MCC, 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 MCC faculty will be provided through MCC.

MCC will endeavor to provide professional development opportunities that will promote interaction between T-STEM Academy and MCC faculty.

Procedures for Collecting and Sharing Data

Student data will be collected at the T-STEM Academy facility in accordance with state regulations and ISD data collection procedures. All student data will be disaggregated from the High School general population. Student data to be shared with MCC 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 ISD 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.

Records related to teacher qualifications will be maintained by the ISD and MCC in accordance with current institutional policies related to privacy and recordkeeping. ISD teachers applying for adjunct faculty positions with MCC will submit appropriate paperwork directly to MCC.

Evaluation

The ISD and MCC will develop a plan for the evaluation of the T-STEM Academy 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.

Additional Requirements--Dual Credit at MCC

The MCC policies regarding dual credit will also apply to T-STEM Academy students from the ISD unless noted otherwise in the T-STEM portion of the agreement.

A separate section of this agreement details the dual credit agreement between MCC and the ISD, covering both T-STEM students (except as noted above) and traditional dual credit students from the ISD.

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.

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 the T-STEM Academy, unless the parties mutually agree.

Provision for Discontinuation

Discontinuation of the T-STEM Academy 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.