

**Memorandum of Understanding
For an Early College High School
between Northeast Texas Community College
and the Harts Bluff Independent School District**

This Memorandum of Understanding is hereby entered into by and between Northeast

4.

ECHS may purchase food on College visit days from NTCC's Food Services Department.

f. The School District will provide transportation to students enrolled at Harts Bluff ECHS as required, deemed necessary, and appropriate under State law and School District rules and procedures. The School District will also provide transportation for all Harts Bluff ECHS field trips and project-based learning activities. In addition, ECHS students enrolled in dual enrollment classes at the College will be transported.

5. ADMINISTRATION OF STATEWIDE INSTRUMENTS UNDER SUBCHAPTER B, CHAPTER 39: Harts Bluff ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition, Harts Bluff ECHS will administer a Texas Success Initiative (TSI) college placement exam to all students to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. The administration of the TSI college placement exam will be conducted at the Early College High School.

6. GRADING PERIODS AND POLICIES: Semester grades and grading policies are outlined in each instructr

August

Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, and as stated in the College's Board Policy Manual under admissions. School District partners will work with the College to ensure all dual credit applicants are enrolled in a timely manner to ensure student success and will comply with the College's admission and registration procedures.

Dual Credit and ECHS students may

Education Coordinating Board (THECB).

13. DISCONTINUATION OF ECHS OPERATION: Should the District or College elect to discontinue the operation of the Harts Bluff ECHS, the provisions for serving the students will include the following:

- a. When only 9th and 10th grade cohorts are enrolled, the ECHS will discontinue operation at the end of the school year in which the partners decide to close the ECHS. Students in the 9th and 10th grade will be received by the comprehensive high school within the W*ⁿBT/F1 12 Tf1 0 0 1 189./eV

accordance with the Family Education Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g) and School District Board Policy series FL, 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

29. NON-DISCRIMINATION: Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

30. NO PARTNERSHIP: 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.

31. NOTICES: Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

Harts Bluff ISD
Dr. Bobby G. Rice
Superintendent of Schools
3506 FM 1402
Mount Pleasant, Tx 75455

Northeast Texas Community College
Dr. Ron Clinton
President
PO Box 1307
Mount Pleasant, Tx 75456-1307

32. TEXAS LAW TO APPLY: This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Titus, County, Texas.

33. FORCE MAJEURE: Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations

this Agreement at the expiration of each budget period of each party hereto

[Handwritten signature]