

**MEMORANDUM OF UNDERSTANDING BETWEEN
LAMAR STATE COLLEGE PORT ARTHUR AND
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT
WILSON EARLY COLLEGE HIGH SCHOOL
2021-2022**

This memorandum of understanding (“MOU” or “Agreement”) is by and between **LAMAR STATE COLLEGE PORT ARTHUR**, a member of the Texas State University System, (“LSCPA”), and the **PORT ARTHUR INDEPENDENT SCHOOL DISTRICT**, a Texas public independent school district and political subdivision of the State of Texas, (“PAISD ECHS”), located in Jefferson County in Texas with an effective date of July 1, 2021. Individually, LSCPA and PAISD are referred to herein as “Party” and collectively as “Parties.” “Students who participate in the Dual Credit Partnership (the Partnership) may concurrently receive high school and college credit upon satisfactory completion of the requirements of the courses.”

WHEREAS LSCPA and PAISD desire to continue an early college high school program operated at the campus of LSCPA and at a PAISD facility located at 1500 Lakeshore Drive in Port Arthur and

WHEREAS the Parties intend to submit an application to continue the program to the Texas Education Agency (“TEA”) as required by that agency.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

Background and Purpose. In 2014, Port Arthur ISD and LSCPA engaged in discussions and began to plan for the establishment of Wilson Early College High School (“WECHS”) with a Career and Technical Education (“CATE”) focus as well as provide 60 semester hours of credit leading to an associate of arts degree for students who wish to transfer to a university. The WECHS as designed and placed in operation in August 2016 provides students with workforce-ready training, certifications, and/or an Associate of Applied Science or an Associate of Arts degree upon completion of high school. Applicable Law (as hereinafter defined) permits a public school district and public college to partner to provide a course of study for an early college high school, combining high school courses and college-level courses during grades 9 through 12 for students who are at-risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code). The purpose of this MOU is to establish the rights and obligations of the Parties with respect to the operation of the WECHS, a four-year high school with an early college program component (“Program”) that complies with all Applicable Laws and is located on LSCPA’s campus and the WECHS campus (formerly Woodrow Wilson Middle School). Some college courses may be conducted at the WECHS facility and other courses will be taught on the campus of LSCPA.

The Program provides student learning and support programs that enable participating students to achieve a high school diploma and earn up to 60 semester credit hours toward an Associate of Applied Science degree or Associate of Arts degree by the end of the students’ senior year. Additionally, the WECHS will provide workplace internships (if applicable),

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field projects, industry mentorships, and college and career counseling. The WECHS commenced in August 2016 with approximately 101 students in grade nine and will continue to phase in approximately 100 students in grade nine on a yearly basis, with a maximum enrollment not to exceed 400 students in grades 9-12.

2. Applicable Law. The Parties agree to operate the Program and PAISD's WECHS in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39, 61, and 95; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; and (h) Texas Higher Education Coordinating Board ("THECB") guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"). The Parties agree to operate the Program and PAISD's WECHS in compliance with applicable LSCPA and PAISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the PAISD's WECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

3. Term. Subject to approval of the Program application by TEA, annual approval as required by law or by TEA or THECB, the term of this MOU shall commence on July 1, 2021, and shall expire on June 30, 2022 ("Expiration Date").

4. Governance.

a. **Governing Structure.** The governing structure of the Program includes a Steering Committee and Campus Planning and Advisory Committee ("CPAC") at the PAISD's WECHS campus. The composition of the CPAC, the roles and responsibilities of the CPAC members, and the authority of the CPAC will be determined through collaboration of the Parties.