



PARTNERSHIP SAMPLE MEMORANDUM OF AGREEMENT

AGREEMENT FOR THE DEVELOPMENT AND SUPPORT OF A NEW 9-14 EARLY COLLEGE & CAREER PREPARATORY SCHOOL

This **Agreement (“Agreement”)** for the development, support, and operation of a grades 9 through 14 early college and career preparatory school is effective as of [date], by and between the [District Partner], with principal offices located at [location/address]; [College Partner], with its principal office located at [location/address]; [Employer] with its principal office located at [location/address]; and [Convener/ Intermediary]. (Each P-TECH 9-14 Partner is referred to herein individually as a “Party” and collectively as the “Parties”.)

WHEREAS, [District Partner], [College Partner], and [Employer] wish to enter into an agreement to set forth their continuing rights and obligations with respect to the development, support, and operation of [Name of P-TECH 9-14 School];

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating [Name of P-TECH 9-14 School]. The School’s mission is to provide all students with an education that begins in grade 9, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree in [X], thus preparing students to succeed in college and career. The program also includes authentic work experiences designed to prepare students for positions in the [X] field.

The School is open to students of all backgrounds and abilities, including struggling learners, English language learners, and students with disabilities. The primary point of entry is the ninth grade. The School will admit approximately [X] students in its initial 9th grade class, and will grow by approximately [X] students each year, until the school reaches full capacity of [X] students in Year 6.

The School’s curriculum and support program is designed to support a wide range of students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the [X] field. All college courses offered to students while enrolled in the School will be free of charge to students and their families.

The Parties will work together to develop, evaluate and revise the School’s Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. This Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff.

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II. GOVERNANCE

The School will be a [District Partner] public school and, as such, must follow all policies and procedures outlined in the [District Partner] [Chancellor/Superintendent]’s Regulations. The principal of the School is responsible for day-to-day decisions regarding the operation and management of the School. The principal is a [District Partner] employee, and the selection of the principal is governed by the [District Partner] Regulations. For the duration of this Agreement, [College Partner] and [Employer] shall also have input into the principal selection process. According to [District Partner] policy, the principal will be supervised by a high school superintendent.

Notwithstanding the foregoing, the School must follow all [College Partner] policies governing the college courses in the School’s curriculum, including but not limited to selection of courses and faculty, awarding of credit, student eligibility for courses, and discipline of students and faculty in connection with the courses.

A Steering Committee consisting of representatives from all the Parties shall oversee the development and ongoing support of the School. Additional staff and faculty members, students and parents may be added as appropriate. In matters to be decided by the Steering Committee, [District Partner], [College Partner], [Employer], [Convener/Intermediary] and [the P-TECH 9-14 school] shall each have a single vote, and [Employer]’s vote shall be limited to those matters where it has specific responsibilities set forth in Section III.A.

The Steering Committee shall meet at least four times a year and as often as needed to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Steering Committee shall address the School’s Scope & Sequence plan, the overall quality and outcomes from the college courses and other aspects of the School, the School’s budget, and other issues related to relationship between the Parties. The Steering Committee is empowered to suggest revisions to this Agreement on matters of the School’s program focus. In cases where the Steering Committee is unable to resolve issues pertaining to the School, it will escalate issues in writing to _____.

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III. ROLES AND RESPONSIBILITIES

A. [Employer] Responsibilities:

1. [Employer] will be committed to the full implementation of Overall School Model as outlined in Section I.
2. [Employer] will ensure that every participating student receives mentoring from a [X] industry professional, including an opportunity to communicate in writing or online and face-to-face interaction on at least two occasions per year.
3. [Employer] will make available line supervisors and Human Resources managers to identify the appropriate entry-level positions students at the School may qualify for upon graduation, work with the other Parties to map the key skills needed to succeed in those positions, and strongly consider students at the School for those employment opportunities.
4. [Employer] will identify a dedicated staff person to manage [Employer]’s responsibilities and other appropriate staff to participate in the Local Partnership Committee. This dedicated staff person will be available at least 60% of the time (the equivalent of 3 days per week) to support the relationship with the School. This staff person will, among other duties, coordinate site visits to [Employer] facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula.
5. [Employer] will help define and provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. It is anticipated that each student in the school will participate in one to three internship experiences during his or her six- year tenure. [Employer] will provide a minimum of thirty (30) internship opportunities each year to students from the School. [Employer] will assist the School’s staff in identifying additional organizations in the [X] field to ensure that each student has the opportunity to participate in multiple internships during the course of the program.
6. [Employer] will work with the School’s staff and the other Parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. [Employer] will help identify high-quality occupation- related projects and curriculum that may be incorporated into the academic program.
7. [Employer] will allow [College Partner], [District Partner], [Convener/Intermediary] and the School’s staff and students appropriate access to [Employer] facilities to support program activities, including, but not limited to, internships, job shadowing, mentoring, and other “real- life” work experiences for students.

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B. [College Partner] Responsibilities:

1. [College Partner] will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. [College Partner] will allow the School's staff and students access to college facilities relevant to the academic success of the students.
3. [College Partner] will work with the School's staff and the other Parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. [College Partner] will identify specific courses needed to earn an associate degree, including opportunities for credit-bearing courses no later than 10th grade, ensure that those courses are available at a time and place that is accessible to students in the School, and work with the School to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two.
4. [College Partner] faculty will collaborate with the School's teachers to ensure alignment and appropriate supports between high school and college-level courses. [College Partner] faculty will work with [Employer] to ensure that coursework is aligned to relevant technical skills and competencies.
5. [College Partner] will be responsible for ensuring college credit-bearing courses meet the rigor and standards of the college. As such, college courses offered to students at the School will be governed by the following:
 - All courses offered for college credit must be regular [College Partner] courses, developed and approved by [College Partner] faculty, approved through [College Partner] governance, and listed in the [College Partner] course catalogue. The course syllabus determines course content, required textbooks, assessments, and policies on attendance and grading.
 - All instructors of college-level courses must meet [College Partner]'s academic requirements and are subject to the approval of the relevant [College Partner] department chairperson in consultation with the School's principal. In some instances, high school teachers (who are [District Partner] employees) may meet the requirements for college-level instruction. If [District Partner] employees teach college-level courses as part of their regular teaching load, they are not eligible for additional compensation.
6. [College Partner] will work with the School to collect data on college course-taking and experiences for submission to the [Convener/Intermediary] database. [College Partner] course registration must be entered all appropriate college systems using appropriate program codes.

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7. [College Partner] will provide dedicated staff to work on the initiative, including a college liaison who has the authority to coordinate with the School on [Convener/Intermediary]'s behalf.
8. [College Partner] will coordinate with the Steering Committee to assure that the relevant degree is cost-free to students and their families, developing a financial plan to cover the cost of instruction (which may be less than published tuition rates), to access all available sources of financial aid and to cover fees, textbooks and all other costs from public funding, grants, scholarships, etc.

C. [District Partner] Responsibilities:

1. [District Partner] will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. [District Partner] will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. [District Partner] will work to develop a rigorous and engaging curriculum that prepares students for college-level coursework and workplace experiences.
3. [District Partner] will establish a college-going culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as time management, collaboration, problem-solving, leadership, study skills, communication, and tenacity.
4. [District Partner] will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the [X] field.
5. [District Partner] will provide a space to house the School at the [X campus], located at [address]. The facility will have sufficient space to support the activities and number of students described in Section I.
6. [District Partner] will allow [College Partner] and [Employer] faculty and staff appropriate access to the School to support program activities, along with other appropriate [X] industry leaders and members of leading nonprofit organizations.
7. [District Partner] will ensure that students of all backgrounds and abilities are eligible to attend the School. [District Partner] will ensure that prior academic performance shall not be considered during the admissions process.

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8. [District Partner] will provide regular operating funds to the School in the same manner as other [city] public schools. [District Partner] will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
9. [District Partner] will support the School's principal in identifying qualified staff to teach in the School.
10. [District Partner] will provide appropriate and relevant ongoing professional development for the School's principal and staff. [District Partner] will share best practices from other [city] public schools that effectively serve a wide range of high school students in achieving college and career readiness.

D. [Convener/Intermediary] Responsibilities:

1. [Convener/Intermediary] will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. [Convener/Intermediary] will work with the School's staff and the other Parties to develop a coherent scope & sequence of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. [Convener/Intermediary] will share information from other early college schools' Scope & Sequence plan documents to help inform the School's program.
3. [Convener/Intermediary] will provide technical assistance to the School in the following areas: identifying qualified staff, developing curriculum, engaging community members, and implementing student support services.
4. [Convener/Intermediary] will provide appropriate and relevant professional development for the School's principal and staff. [Convener/Intermediary] will share best practices from other P-TECH 9-14 schools in [city/state/area].
5. [Convener/Intermediary] will work with other offices to develop policies and practices that are supportive of P-TECH 9-14 schools. [Convener/Intermediary] will establish policies that enable graduates of the School to apply to [College Partner] as transfer students.
6. [Convener/Intermediary] will maintain a database of college course enrollments and outcomes for the School (and other P-TECH 9-14 schools in [city]). [Convener/Intermediary] will report on the progress and outcomes of the School on a regular basis.
7. [Convener/Intermediary] will maintain student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students.



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IV. TERM AND TERMINATION

- A. The *Term* shall begin as of [date] and end on [date]. This Agreement may be renewed by written agreement of the Parties.

- B. Termination:
 1. This Agreement may be terminated by agreement of [District Partner] and [College Partner] upon not less than ninety (90) days' prior written notice to [Employer]

 2. [Employer] may terminate its participation in this Agreement upon not less than six (6) months' prior written notice to [District Partner] and [College Partner].

 3. In the event of a material breach of this Agreement by [Employer], [District Partner] and [College Partner] may jointly provide [Employer] written notice of such breach, and [Employer] shall have a period of thirty (30) days to cure the breach. If [Employer] fails to cure the breach within the cure period, [District Partner] and [College Partner] may jointly terminate [Employer]'s participation in this Agreement upon not less than thirty (30) days' prior written notice to [Employer].

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V. MISCELLANEOUS

- A. Security - Non-[District Partner] instructors and other personnel from [College Partner] and [Employer] must be fingerprinted if they regularly are at the School. In the event of an accident or incident involving a student on a college campus, [College Partner] officials will immediately notify the Principal of the School. [District Partner] and [College Partner] will cooperate in any investigation in connection with said incident or accident.
- B. Non-Discrimination - The Parties shall comply in every respect with all applicable provisions of all federal, state and local statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, handicap, disability, national origin or sexual orientation, genetic predisposition, or carrier status. Each Party shall promptly notify the other Parties of any complaint of discrimination made to it by any person in connection with the subject matter of this Agreement.
- C. Student Records - All information about students obtained from any of the Parties shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g) ("FERPA").
- D. Independent Contractors - The Parties intend to create an independent contractor relationship. No provision of this Agreement, nor any action taken by or arrangement entered into between or among the Parties in accordance with the provisions hereof, shall be construed as or deemed to make any Party the partner, joint venturer, principal, agent or employee of another Party. No director, trustee, officer, partner, employee, agent, affiliate or contractor of any Party shall be deemed to be an employee, agent or contractor of another Party. No Party shall have any right, power, or authority, express or implied, to bind another Party to any individual or organization that is not a Party to this Agreement.
- E. Expenses - Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the activities contemplated herein.
- F. Assignment - The provisions of this Agreement shall bind and inure to the successors and assigns of the respective Parties. No Party may assign its rights or obligations here in without the prior written consent of the other Parties.
- G. No Third Party Beneficiaries - This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- H. Notices - All notices to any Party required or desired to be given hereunder shall be in writing and shall be sent by hand delivery or overnight courier to the address set forth below or such other address as such Party may hereafter specify for that purpose by notice to the other Parties. Any notice shall be deemed to have been given on the date of its actual receipt.

For more information about the P-TECH 9-14 model, please visit ptech.org