

## MEMORANDUM OF UNDERSTANDING

### Between Sul Ross State University and El Paso Leadership Academy

This Memorandum of Understanding (“MOU”) is entered into by and between **Sul Ross State University**, a public institution of higher education organized under the laws of the State of Texas (“SRSU”), and **El Paso Leadership Academy**, a public charter school operating in the State of Texas (“EPLA”), collectively referred to as the “Parties.”

#### I. PURPOSE

The purpose of this MOU is to establish a cooperative partnership between SRSU and EPLA to implement and support an **Early College High School (ECHS) program**, consistent with the requirements of the Texas Education Code, Texas Administrative Code, and Texas Education Agency (TEA) Early College High School Blueprint. The partnership is intended to provide EPLA students with the opportunity to earn college credit and/or a bachelor’s degree while completing high school graduation requirements.

#### II. TERM OF AGREEMENT

This MOU shall become effective on Fall 2026 semester and shall remain in effect through **Jun 30, 2029** unless terminated earlier in accordance with Section IX of this agreement. This MOU may be renewed upon mutual written agreement of both Parties.

#### III. PROGRAM DESCRIPTION

Under this partnership:

- Eligible EPLA students will enroll in SRSU college-level courses while enrolled in high school.
- Courses may be offered on the SRSU campus, the EPLA campus, online, or in a hybrid format, as agreed upon by the Parties.
- All courses offered for college credit will be transcribed by SRSU and apply toward a postsecondary credential when applicable.

#### IV. RESPONSIBILITIES OF SUL ROSS STATE UNIVERSITY

SRSU agrees to:

1. Provide EPLA students access to approved college-level courses aligned with degree pathways.
2. Ensure that all college courses meet SRSU academic standards and accreditation requirements.
3. Assign qualified faculty to teach or approve instructors for dual credit courses, in accordance with SRSU and accrediting body policies.
4. Provide academic advising, orientation, and access to student support services as appropriate.
5. Maintain official college transcripts for participating students.
6. Collaborate with EPLA on data sharing, student progress monitoring, and program evaluation, consistent with FERPA.

## **V. RESPONSIBILITIES OF EL PASO LEADERSHIP ACADEMY**

EPLA agrees to:

1. Identify and recruit eligible students in accordance with ECHS eligibility criteria.
2. Ensure students meet admissions, placement, and prerequisite requirements established by SRSU.
3. Provide academic counseling and support services to assist students in meeting high school and college requirements.
4. Advise students of the existence and terms of, and of need to comply with, SRSU policies, procedures, and codes of conduct as disclosed by SRSU to EPLA.
5. Coordinate transportation, supervision, and scheduling as necessary.
6. Maintain compliance with TEA ECHS designation requirements.

## **VI. TUITION, FEES, AND COSTS**

The Parties agree that:

- Tuition, fees will be addressed in accordance with applicable state law and local agreements.
- The district shall be solely responsible for the purchase, provision, and replacement of all required textbooks
- Specific cost-sharing arrangements, if any, shall be documented in a separate written agreement or addendum.
- No provision of this MOU obligates either Party to expend funds beyond those appropriated or available.

## **VII. STUDENT RECORDS AND CONFIDENTIALITY**

Both Parties shall comply with the **Family Educational Rights and Privacy Act (FERPA)** and all applicable state and federal privacy laws. Student data may be shared only for legitimate educational purposes related to the ECHS program.

## **VIII. NON-DISCRIMINATION**

Both Parties affirm that they do not discriminate on the basis of race, color, national origin, sex, disability, age, religion, or any other characteristic protected by law in the administration of this program.

## **IX. TERMINATION**

Either Party may terminate this MOU for any reason by providing **90 days written notice before the end of the semester** to the other Party. Termination shall not adversely affect students currently enrolled in courses, to the extent reasonably possible.

## **X. AMENDMENTS**



This MOU may be amended only by mutual written agreement of both Parties, signed by authorized representatives.

**XI. NO AGENCY OR PARTNERSHIP**

Nothing in this MOU shall be construed to create a legal partnership, joint venture, or agency relationship between the Parties.


**XII. GOVERNING LAW**


This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

---

**SIGNATURES**

Signature:

  
\_\_\_\_\_  
Bernie Cantens, Ph.D.  
Executive Vice President & Provost

  
\_\_\_\_\_  
Omar Yanar  
Superintendent/ CEO/Founder

02/27/2026  
\_\_\_\_\_  
Date

02/26/2026  
\_\_\_\_\_  
Date