LEGAL REVIEW REQUEST

Document Title: Birdville ISD	ECHS MOU	Requested Return D	Pate: 7/15/2021	
Requested By: Richard Vela		Date Submitted: 6/2	29/2021	
Celt Member: Dr. Elva LeBlanc		Campus: MOC		
Office Extension: 5-5033		Building/Room: D	ИОС 1106	
			327	
ACTION REQUESTED		_	ND INFORMATION	
Please Review and Approve		=	Information Attached	
Schedule An Appointment To Discu	SS	508 Compliance	e On File akeholders Involved	
Information Only		(See Attached L		
Other		Procurement Re	equest Submitted	
If you are requesting an expedited review Expedited Review Requested Reason expedited review is necessary: For all requests for contract review, in	iew, please complete Date Needed:			
I have reviewed the entire contraction of the Legal Department and my not necessarily includes	tment's review of this	Contract is limited to	the legal consequences of the	e proposed
Completed form and a copy of the acconsent to the Legal Department via interoff	npanying contract or of	(Signature) her relevant documer	(Date ntation and any explanation sl	
ACTION PERFORMED			*	
Approved as submitted	Correct and resub	mit	☐ See attached memo	
	Brack		Date: 6.29.2	1
Comments:				

MEMORANDUM OF UNDERSTANDING: TARRANT COUNTY COLLEGE DISTRICT AND

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Northeast Campus (hereinafter referred to as "College") and Birdville Independent School District (hereinafter referred to as "BISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2021 - 2022 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates; and

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2024, unless otherwise amended.
- c) Each academic year the ISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide

updated course crosswalk as needed.

2. Guiding Principles: The College and BISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and BISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of BISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and BISD agree to a recommended minimum of 15 students per class; exceptions can be approved by Vice President for Academic Affairs.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by BISD and subject to BISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, BISD and the College.
- (2) The BISD ECHS Lead Administrator
 - a. Within the rules and guidelines established by TEA and BISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;

- v. Student assessment, curriculum and scheduling;
- vi. Campus Professional development;
- vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
- viii.Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/ grades to the student accounting system of BISD;
- c. Will report to the BISD superintendent or his/her designee through the established BISD governance structure; and
- d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of BISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of BISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.
- **B.** Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed:
- (5) Apply the standards of expectation and assessment uniformly in all venues

- where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per BISD and state and federal requirements in which students may eat lunch/meals that BISD provides;
- (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.
- (13) Comply with FERPA.

D. Duties of BISD:

BISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments;
- (2) Pay the salaries of BISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all BISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.
- E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.
- **F.** <u>Faculty</u>: BISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by BISD and College. To teach in the ECHS, BISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS employed by BISD will be evaluated annually by the

BISD, using BISD guidelines and accordance with BISD School Board policy. BISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.
- H. <u>Tuition and Fees</u>: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. BISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

I. Student Learning Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by BISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by BISD.
- (4) College approved textbooks purchased by BISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by BISD.
- J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of BISD. BISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. BISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and BISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of BISD eighth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) BISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to BISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.
- M. Transportation: BISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of BISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, BISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, BISD shall maintain the insurance coverage agreed to by BISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and Clery
- Policies and procedures of BISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by BISD and approved by the College;
- Procedures listed in a teachers manual prepared by BISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

Both parties shall provide access to the documents reference above.

- **O.** <u>Media and Public Relations:</u> Media and public relations regarding the ECHS will be managed cooperatively, according to BISD and College protocols that are appropriate under the particular circumstances.
- P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At BISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans.

BISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

- **R.** <u>Project Reporting</u>: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.
- 4. Indemnification: To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of

or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

- 5. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2024. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and BISD shall review this MOU and may renew this MOU on approval of the College and BISD.
- 6. Right of Revocation: Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of BISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.
- **8. Assignment:** No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and BISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, BISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.
- 10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- 11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.
- 12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc., except as provided in this MOU, the Facilities Use Agreement, and the Operations Manual.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.
- D. The parties agree that all payments made for the performance of governmental functions or services regarding the ECHS shall be made from current revenues available to the paying party.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and BISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Land (Brew	6	24/2021
Dr. Darrell Brown	Date	110000000000000000000000000000000000000
Superintendent, Birdville Independent School District		
Eugene Giovannini	07/	/15/2021
Dr. Eugene Giovannini	Date	
Chancellor, Tarrant County College District		
Approved as to Form:		6/24/21
ISD Legal Services	Date	
Approved as to Event Ware Brack	2	6.29.21
TCCD Legal Services	Date	

Facilities Use Agreement Tarrant County College Birdville Independent School District Early College High School

THIS FACILITIES USE AGREEMENT (the "FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College Northeast Campus ("TCC") and Birdville_INDEPENDENT SCHOOL DISTRICT (the "ISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School (the "ECHS") established pursuant to the terms of that certain Memorandum of Understanding (the "MOU") dated July 1, 2021, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities

- TCC will designate facilities for a high school facility on the Northeast Campus of Tarrant County College. Sole ownership of such building(s) lies with TCC.
- TCC reserves the right to use the ECHS building for TCC courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCC will schedule its courses and activities in consultation with ISD to allow for optimal use by both parties.
- ISD will provide TCC with a calendar with all scheduled events on or before 30 days before the commencement of each semester.
- ISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCC.
- On or before August 31, 2021, TCCD will finish out the area depicted on Exhibit "A" (the "Touch-Down Space") and will equip it with TCCD's standard controlled-entry technology. Additionally, TCCD will furnish the Touch-Down Space with the following TCCD-standard furniture: 90 tab arm desks, 1 teacher's desk, 1 desk chair and 1 classroom AV/IT equipment package. The fixtures in the Touch-Down Space and this furniture will belong to TCCD but will remain in the Touch-Down Space throughout the term of this FUA. The Touch-Down Space shall be reserved for the exclusive use of ECHS students, faculty and staff during the normal operating hours of the ECHS throughout the term of the FUA, solely for the following uses: BISD faculty and staff

- workstations, ECHS student tutorials and small study groups, ECHS faculty and staff
- meetings, ECHS sponsored student organization and club meetings, and workspace for TCC staff working with ECHS students. At all other times, the Touch-Down Space may be used by TCCD, its agents, employees, contractors and invitees.

2) Furniture and Equipment

- TCC will provide and own the furniture, fixtures and equipment (the "Furniture") reasonably necessary for the operation of the ECHS
- All Furniture must comply with TCC standards of selection.
- TCC shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCC shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, internet, email, and computer networks.
- The ECHS facility, students, staff, and faculty shall have access to TCC's communications
 and technology services as they are constituted from time to time, subject to the application
 of TCC's Acceptable Use Guidelines for Computing and Technology Resources as they
 are promulgated from time to time.

5) Insurance

- TCC shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all –risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by TCC. The foregoing insurance and any other insurance carried by TCC may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of TCC and under TCC's sole control. ISD shall have no right or claim to any proceeds thereof or any rights thereunder.
- ISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all-risk") property insurance covering the Furniture and other personal property of ISD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. ISD shall provide TCC with a certificate of coverage or other document demonstrating ISD's ability to self-insure.

6) Ingress, Egress, Access and Parking

- TCC grants ISD reasonable ingress and egress to the ECHS building during the hours set forth below, including without limitation the right to use adjacent streets and sidewalks owned and / or controlled by TCC.
- TCC shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCC policy, as it exists from time to time. A parking area on the Northeast campus of TCC shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m., during the academic term as determined by TCC's master calendar.
- Should ISD require access to the ECHS building other than during such hours or for calendared events referenced above, it will require the prior written consent of TCC.

7) Safety and Health

- Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by TCC, pursuant to TCC's facilities guidelines and procedures.
- TCC will install warning message clocks if in use in other TCC facilities.

8) Expiration or Termination

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCC, and the Furniture owned by ISD will be removed by ISD.
- ISD shall be responsible for any damage caused by the removal of its Furniture.
- In the event ISD fails to remove all or any portion of its Furniture from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU, TCC shall give ISD written notice requesting removal, and if ISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining Furniture shall automatically become the property of TCC.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

<u>U/24/2021</u> Date Dr. Darrell Brown, Superintendent, Birdville Independent School District iigene Giovannini 07/15/2021 Dr. Eugene V. Giovannini Date Chancellor, Tarrant County College District Approved as to Form: ISD Legal Services Date Approved as to Form: TCC Legal Services

Date

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Tarrant County College District (TCCD) Northeast Campus (NE) BIRDVILLE ISD—EARLY COLLEGE HIGH SCHOOL—DRAFT 9/21/2020

Next Steps

Review by Campus and Administration for academic programming.

Key Issues

- Birdville ISD needs two meeting spaces by Fall 2021 for Early College High School Students to check in through out the day.
- The NDPP Building has been suggested by the planning team to accommodate the need. 3,763 SF of space will be dedicated to Birdville ISD.

Overview

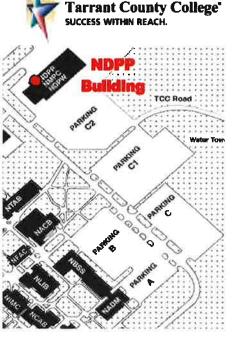
For this project, one of the old multifunctional meeting spaces will be used, as well as a converted open office space.

- Removal of a demountable partition will be necessary.
- · Patch, clean and repair carpet and provide new paint.
- Includes the addition of basic classroom furniture, 90 tablet arms chairs. One Teacher's desk and chair.
- Standard AV/IT
- Total costs include balancing the HVAC once the demountable wall is removed.
- · Lighting will also need to be adjusted, cleaned and reused.

Special Considerations

 Limited access and egress will be necessary for HS Students to sequester through out the building, especially between High Schools. As well as sequestering other activities in the building from the HS Students. Lockable door between High Schools, necessary.





Operations Manual Tarrant County College District Birdville Independent School District

Tarrant County College-Northeast/Birdville ISD Collegiate Haltom High School

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Northeast Campus ("TCCD") and BIRDVILLE INDEPENDENT SCHOOL DISTRICT ("BISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of February 1, 2021 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Safety and Health:

- BISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty and staff with standard TCCD identification badges.
- BISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- BISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the BISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- BISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- BISD shall be responsible for required criminal background checks (BISD system) of all personnel, whether BISD, TCCD or contract custodial. Charges associated with such background checks will be borne by BISD.

2. Operations:

- BISD shall ensure that attendance and grades are correctly and timely entered in BISD's administrative software.
- TCCD shall ensure that grades for college courses are timely and correctly entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops ore-readers, and to the extent

- the BISD elects to provide students with such equipment, BISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- BISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

• Expiration or earlier termination of the MOU shall automatically terminate this OM.

Dr. Darell Brown

Superintendent, Birdville Independent School District

Date

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Tugene Giovannini07/15/2021Dr. Eugene GiovanniniDateChancellor, Tarrant County College District

Approved as to Form: Date

Approved as to Form: Mare Bracken 6.29.2

TCCD Legal Services

Date

rt1)	
(Business I Cer	(epresentative)
DUAL CREDIT COURSE CROSSWALK (Business I Cert1)	(In Collaboration With High School Representative)

	12th Grade	*English IV or *English Elective	* Pre-Calculus or *Calculus or *Statistics	Economics			
tarry)		*English IV or *English : Elective	*Pre-Calculus or *Calculus or *Statistics				© (ECON 2301) (03310300)
Table Committee	rade	*English III or IV	Algebra II or *Pre-Calculus	*AP US History	Physics		MRKG 1311) (13034700) OR
The right pomon tropics man in	11th Grade	*English III or IV	Algebra II or *Pre- Calculus	*AP US History	Physics		⊠ (BUSI 1301) (13012100)
. 1	ade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
TOTAL COMMON TOTAL	10th Grade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
	ade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
	9th Grade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
	loodo2 AgiH						əgəlloO

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Enter Program Information Example Below:

Business I

BUAD.T011.UG

Level 1 Certificate

Offered at All TCC Campuses

Program Requirements

Fall Term

ACCT 2301 - Principles of Financial Accounting +

BUSI 1301 - Business Principles +

ECON 2301 - Principles of Macroeconomics +

Choose one from the following:

MRKG 1311 - Principles of Marketing or

MRKG 2333 - Principles of Selling

Spring Term ACCT 2302 - Principles of Managerial Accounting +

ECON 2302 - Principles of Microeconomics +

Approved Elective Semester Hours: 3 **

BUSI 2301 - Business Law + (Capstone) *

Total Certificate Hours: 24

* Capstone is taken during the semester of certificate completion.

** Approved Electives for all programs must be chosen from subjects ACNT, BMGT, BUSG, BUSI, COSC, ECON, FSHN, GISC, HRPO, IBUS, ITCC, ITNW, ITSE, ITSC, ITSW, LMGT, MRKG or RELE. COSC 1301 may not be used as an elective.

DUAL CREDIT COURSE CROSSWALK (CISCO Support) (In Collaboration With High School Representative)

		a.							
. ()	12 ^m Grade	*English IV or *English Elective	* Dre_Columns or *Colombia	*Statistics	Economics				
,		*English IV or *English	*Dre-Calculus or	*Calculus or *Statistics	*Government			(1302803)	
,	rade	*English III or IV	Algebra II or	*Pre-Calculus	*AP US History		Physics	☐ (ITCC 1440) (13027400)	
0	II''' Grade	*English III or IV	Algebra II or *Pre_	Calculus	*AP US History		Physics	⊠ (ITCC 1414) (13027400)	
	ade	English II or *III	Geometry or	Algebra II	*AP World	History	Chemistry		
O glot	IU" Grade	English II or *III	Geometry or Algebra	II	*AP World History		Chemistry		
		English I or	Algebra I or	Geometry	*AP Human	Geography	Biology		
C the	y Grade	English I or II	Algebra I or	Geometry	*AP Human	Geography	Biology		
		Į ⁽	oou	lo2	dgi.	Н		-galloD	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Enter Program Information Example Below:

Cisco Support

ITCS. T001. UG Level 1 Certificate

Offered at Northeast, South, and Southeast Campus

Program Requirements

First Year

Fall Term

ITCC 1414 - CCNA 1: Introduction to Networks

ITCC 1440 - CCNA 2: Routing and Switching Essentials

Spring Term

ITCC 2412 - CCNA 3: Scaling Networks

ITCC 2413 - CCNA 4: Connecting Networks

Total Certificate Hours: 16

The Capstone experience for this program will be the Cisco CCNA examinations. The above curriculum is designed to assist the student in preparing for the examinations required to become a Cisco CertifiedNetwork Associate (CCNA).

DUAL CREDIT COURSE CROSSWALK (Computer Graphics Cert1) (In Collaboration With High School Representative)

12th Grade	*English IV or *English Elective	* Pre-Calculus or *Calculus or *Statistics	Economics			 \(\text{ARTC 2305} \) (13009710) \(\text{ARTC 2335} \) (Capstone) \((\text{1309000} \)) \((\text{ENGL 1301} \) (03220400)
	*English IV or *English Elective	*Pre-Calculus or *Calculus or *Statistics	*Government			
	*English III or IV	Algebra II or *Pre-Calculus	*AP US History	Physics		
11th Grade	*English III or IV	Algebra II or *Pre- Calculus	*AP US History	Physics		 \(\text{ARTS 1316} \) \((03500500) \) \(\text{ARTC 1305} \) \((13008810) \) \(\text{ARTC 1313} \) \((13009600) \)
ade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
10th Grade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
ade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
9th Grade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
	loodas AgiH					College

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Enter Program Information Example Below:

Computer Graphics

GRPH. T004. UG
Level 1 Certificate
Offered at Northeast Campus
Program Requirements

First Year

Fall Term

- ARTC 1305 Basic Graphic Design
 - ARTC 1313 Digital Publishing I ARTC 1353 - Computer Illustration
 - ARTS 1316 Drawing I +

Spring Term

- ARTC 1302 Digital Imaging I
 - ENGL 1301 Composition I +
- ARTS 1311 Design I (2-Dimensional) +
- IMED 1316 Web Design I

Second Year

Fall Term

ARTC 2317 - Typographic Design

ARTC 2305 - Digital Imaging II

ARTV 1303 - Basic Animation

ARTC 2335 - Portfolio Development for Graphic Design (Capstone) *

Total Certificate Hours: 36

^{*} Capstone is taken during the graduating semester.

DUAL CREDIT COURSE CROSSWALK (Information Technology Support) (In Collaboration With High School Representative)

	12th Grade	*English IV or *English Elective	* Pre-Calculus or *Calculus or *Statistics	Economics		☑ (ITNW 1425) (13027400)	
,		*English IV or *English Elective	*Pre-Calculus or *Calculus or *Statistics	*Government		© (COSC 1301) (13011400) OR © (BCIS 1305) (13011400) © (ITCC 1414) (13027400)	
	rade	*English III or IV	Algebra II or *Pre-Calculus	*AP US History	Physics	⊠ (ITSY 1300) (03580850) ⊠ (ITSC 1425) (13027310)	
- 6	11th Grade	*English III or IV	Algebra II or *Pre- Calculus	*AP US History	Physics	(13027300)	
	ade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
	10th Grade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
	ade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
	9th Grade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
		lo	оцэѕ			9gəllo.D	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Enter Program Information Example Below:

Information Technology Support

Level 1 Certificate of Completion

ITSC.T004.UG • South, Northeast, Northwest, and Southeast Campus

Program Requirements

Fall Term

ITSC 1305 - Introduction to PC Operating Systems

ITSC 1425 - Personal Computer Hardware

ITSY 1300 - Fundamentals of Information Security

Choose one from the following:

COSC 1301 - Introduction to Computing + or

BCIS 1305 - Business Computer Applications +

Spring Term COSC 1436 - Programming Fundamentals I +

Choose one from the following: ITCC 1414 - CCNA 1: Introduction to Networks or ITNW 1425 - Fundamentals of Networking Technologies (Capstone)

Total Certificate Hours: 21

The capstone experience for this program will be the Cisco CCNA examinations. The above curriculum is designed to assist the student in preparing for the examinations required to become a Cisco Certified Network Associate (CCNA).

DUAL CREDIT COURSE CROSSWALK (Management I) (In Collaboration With High School Representative)

	12th Grade	*English IV or *English Elective	* Pre-Calculus or *Calculus or *Statistics	Economics		⊠ (BMGT 1305) (13011600) ⊠ (BMGT 2309) (13011510)	
,		*English IV or *English Elective	*Pre-Calculus or *Calculus or *Statistics	*Government		⋈ (HRPO 2301)(13011900)⋈ (BMGT 1301)(13011510)	
*	11th Grade	*English III or IV	Algebra II or *Pre-Calculus	*AP US History	Physics	☐ (HRPO 1311) (13011900) ☐ (BMGT 1327) (13012100)	
)	9 411	*English III or IV	Algebra II or *Pre- Calculus	*AP US History	Physics	⊠ (BUSI 1301) (13012100) ⊠ (BCIS 1305) (13011400)	
	ade.	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
,	10th Grade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
	ade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
	9th Grade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
		lo	гсро	figiH ——		Sollege	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Enter Program Information Example Below:

BUAD. T016. UG Level 1 Certificate Management I

Program Requirements

Offered at South, Northeast, Southeast and TCC Connect Campus

Fall Term

BUSI 1301 - Business Principles + HRPO 1311 - Human Relations

BMGT 1327 - Principles of Management

BCIS 1305 - Business Computer Applications +

Spring Term

HRPO 2301 - Human Resources Management

BMGT 1301 - Supervision

BMGT 1305 - Communications in Management

BMGT 2309 - Leadership (Capstone) *

Total Certificate Hours: 24
* Capstone is taken during the semester of certificate completion.

DUAL CREDIT COURSE CROSSWALK (Multimedia Production) (In Collaboration With High School Representative)

1000						
12th Grade	*English IV or *English Elective	* Pre-Calculus or *Calculus or *Statistics	Economics			 X (FLMC 1304) (13008610) X (FLMC 2333) (13008610) X (FLMC 2334) (13008610) X (COMM 2311) (13009900) X (COMM 2339) (13009900)
	*English IV or *English	culus or				© (RTVB 1302) (13008610) © (RTVB 1321) (13008610) © (ENGL 1301) (03220400) © (
rade	*English III or IV	Algebra II or *Pre-Calculus	*AP US History	Physics		© (RTVB 1347) (13008610) © (RTVB 1355) (13008610) © (COMM 1307) (13008610) OR © (COMM 1335) (13008610)
11th Grade	*English III or IV	Algebra II or *Pre- Calculus	*AP US History	Physics		□ (COMM 2303) (13008610) □ (COMM 1336) (13008610) □ (RTVB 2347) (13008610)
ade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry		
10th Grade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry	3 - 2	
ade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
9th Grade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology		
	lo	Зсро	dgiH			agalloO

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Enter Program Information Example Below:

MULTIMEDIA PRODUCTION

RTVF.T004.UG
Level 2 Certificate
Arts & Humanities Pathway
Offered at Northeast Campus
Program Requirements

First Year

Fall Term

COMM 2303 - Audio Production +

COMM 1336 - Video Production I +

RTVB 2347 - Electronic Media Business Management

Choose one from the following:

COMM 1307 - Introduction to Mass Communication + or

COMM 1335 - Introduction to Electronic Media +

Spring Term

RTVB 1347 - Audio/Radio Production II

RTVB 1355 - Radio and Television Announcing RTVB 1321 - TV/Video Field Production

ENGL 1301 - Composition I +

RTVB 1302 - Computer Applications Media Production

Second Year

Fall Term

FLMC 1304 - Lighting for Film or Video

Choose one from the following:

COMM 2311 - Media Writing + or

COMM 2339 - Writing for Radio, Television and Film +

FLMC 2333 - Cinematography

FLMC 2334 - Directing for Film or Video (Capstone) *

Total Certificate Hours: 39

^{*} A granted petition is required by the Program Coordinator for Capstone courses.

DUAL CREDIT COURSE CROSSWALK (Sound Recording Technology) (In Collaboration With High School Representative)

12th Grade	*English IV or *English Elective	* Pre-Calculus or *Calculus or *Statistics	Economics		© RTVB 1321 (13008610 PEIMS CODE) © ENGL 1301 (03220300 PEIMS CODE) © RTVB 2343 (13008610 PEIMS CODE)
	*English IV or *English Elective	*Pre-Calculus or *Calculus or *Statistics	*Government		© RTVB 1347 (13008610 PEIMS CODE) © RTVB 1355 (13008610 PEIMS CODE)
rade	*English III or IV	Algebra II or *Pre-Calculus	*AP US History	Physics	© RTVB 2347 (13008610 PEIMS CODE) © COMM 1336 (13008610 PEIMS CODE) Choose one: © COMM 1307 (13008610 PEIMS CODE) OR © COMM 1335 (13008610 PEIMS CODE) CODE)
11th Grade	*English III or IV	Algebra II or *Pre- Calculus	*AP US History	Physics	™ COMM 2303 (13008610 PEIMS CODE) ™ RTVB 1302 (13008610 PEIMS CODE)
	English II or *III	Geometry or Algebra II	*AP World History	Chemistry	
10th Grade	English II or *III	Geometry or Algebra II	*AP World History	Chemistry	
ıde	English I or II	Algebra I or Geometry	*AP Human Geography	Biology	
9th Grade	English I or II	Algebra I or Geometry	*AP Human Geography	Biology	
100	lo	оцэд	dgiH		əgəlioO

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

For Dual Credit CTE classes indicated above offered at BCTAL, BISD pays tuition and fees and provides required student learning materials including textbooks or TCC Plus (electronic access to course materials i.e. digital textbooks, courseware, etc.)

SOUND RECORDING TECHNOLOGY

Level I Certificate Offered at Northeast Campus Program Requirements

First Year

Fall Term

- COMM 2303 Audio Production +
- RTVB 1302 Computer Applications Media Production
 - COMM 1336 Video Production I +
- RTVB 2347 Electronic Media Business Management
- Choose one from the following:
- COMM 1307 Introduction to Mass Communication + or
 - COMM 1335 Introduction to Electronic Media +

Spring Term

- RTVB 1347 Audio/Radio Production II
- RTVB 1355 Radio and Television Announcing
 - RTVB 1321 TV/Video Field Production
- ENGL 1301 Composition I +
- RTVB 2343 Commercial Recording Techniques (Capstone) *

Total Certificate Hours: 30