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MAR 02 2020

TCCD Legal Office

LEGAL REVIEW REQUEST

Document Title: MOU Renewal Letter	Requested Return Date: 3/5/2020
Requested By: Catherine Carter	Date Submitted: 2/27/20 (Original request lost in transit 1/22/20)
Celt Member: Kenya Ayers	Campus: Northeast
Office Extension: 5-6300	Building/Room: NBSS 1202C

ACTION REQUESTED

BACKGROUND INFORMATION

<input checked="" type="checkbox"/> Please Review and Approve	<input type="checkbox"/> Vendor Contact Information Attached
<input type="checkbox"/> Schedule An Appointment To Discuss	<input type="checkbox"/> 508 Compliance On File
<input type="checkbox"/> Information Only	<input type="checkbox"/> Other TCCD Stakeholders Involved (See Attached List)
<input type="checkbox"/> Other	<input type="checkbox"/> Procurement Request Submitted

Minimum notice: Minimum notice required for contract review or review of other legal issues is **10 working days**.

Expedited review: The applicable CELT member must contact a member of the Legal Department to request expedited review of any contract or other legal issue (e.g. less than 10 working days).

If you are requesting an expedited review, please complete the below:

☒ Expedited Review Requested Date Needed: **3/5/20**

Reason expedited review is necessary: **Request originally sent on January 22 was lost in transit. High Sr**

For all requests for contract review, initial below:

CAC I have reviewed the entire contract and have approved the business terms contained therein.

CAC I understand that the Legal Department's review of this Contract is limited to the legal consequences of the proposed agreement and my not necessarily include review of the business terms contained therein.

Catherine A Carter 2/27/2020
(Signature) (Date)

Completed form and a copy of the accompanying contract or other relevant documentation and any explanation should be sent to the Legal Department via interoffice mail.

ACTION PERFORMED

<input checked="" type="checkbox"/> Approved as submitted	<input type="checkbox"/> Correct and resubmit	<input type="checkbox"/> See attached memo
Signature: <u>Jawhen McDonald</u>	Date: <u>4/1/2020</u>	

Comments: Please make correction on letter. Otherwise, approved.

RECEIVED

MAR 02 2020

Tarrant County College District
Associate General Counsel

DATE

NAME

TITLE

ADDRESS

Re: MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") entered into between 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 the "College") and Birdville Independent School District (hereinafter referred to as the "BISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code.

Pursuant to section ⁵~~6~~ of the MOU agreement referenced above, the parties hereby elect to renew and extend the term of the MOU lasted dated February 4, 2019, expires on June 30, 2020, for one additional year commencing upon the expiration of the original term and shall now expire June 30, 2021.

It is understood and agreed that all terms and conditions forming a part of the original Agreement, shall remain in full force and effect during the period of renewal.

Please indicate your approval of the renewal, as indicated above by signing below and returning one fully-executed original of this letter agreement to (Insert Name and address). You may retain the other fully-executed original for your files.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
Darrell G. Brown, Ph.D.
Superintendent of Schools
Birdville Independent School District
6125 East Belknap Street
Haltom City, Texas 76117

TARRANT COUNTY COLLEGE
DISTRICT

By _____
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College

BIRDVILLE INDEPENDENT SCHOOL
DISTRICT

By _____
Darrell G. Brown, Ph.D.
Superintendent of Schools
Birdville Independent School District

**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 (herein so called, or "ECHS") in the 2019-2020 academic year, which will begin by serving students in grade 9 (with subsequent years serving grades 9 -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; and

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.

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

Memorandum of Understanding between
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Birdville Independent School District

(2) The BISD ECHS Chancellor (Principal)

- a. Within the rules and guidelines established by TEA and BISD, will have the authority to implement and supervise:
 - i. Governance;
 - ii. 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. Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. 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;
- 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 Chancellor in establishing procedures and developing a coherent program across institutions.
- 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 Chancellor for effective coordination and collaboration in the planning and continual development of the ECHS program.

D. Duties of BISD. BISD shall have the following duties:

- 1) Consult with College faculty who teach ECHS courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- 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.

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. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools ("SACS") 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.

BISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet the necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by BISD will be evaluated annually by the BISD, using BISD guidelines and in accordance with BISD School Board policy. Faculty employed by the College will be evaluated annually in accordance with College policies and procedures.

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) 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.
- 3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- 4) ECHS facility will be owned and maintained by BISD.
- 5) The furniture in the ECHS facility will be paid for by BISD.

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, obligation including reasonable attorney's fees and other professional fees that may be imposed upon, 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:

- 1) Policies and procedures of BISD;
- 2) Policies and procedures of the College;
- 3) Procedures listed in a student handbook prepared by BISD and approved by the College;
- 4) Procedures listed in a teachers manual prepared by BISD and approved by the College;
- 5) Policies in the College Board of Trustees Policies and Administrative Procedures Manual.

O. Media and Public Relations: 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. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned to an AVID teacher. In addition to fulfilling the AVID curriculum, the AVID teacher will act as a mentor/advisor and will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all College students.

- 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, 2020. This MOU may be renewed for two (2) one year terms. 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 on 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.

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

Darrell Brown
Dr. Darrell/Brown
Superintendent, Birdville Independent School District

12/18/18
Date

E. Giovanni
Dr. Eugene Giovannini
Chancellor, Tarrant County College District

2/4/19
Date

Approved as to Form : _____
ISD Legal Services

Date

Approved as to Form : *Card Ware Bracken* 1-23-19
TCC Legal Services

Date

Memorandum of Understanding between
Tarrant County College District
Birdville Independent School District

- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy BISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.
- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. BISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- BISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of BISD and shall be to the same standard and intervals as other BISD campuses.

4) Utilities:

- BISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- BISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the BISD's communications and technology services as they are constituted from time to time, subject to the application of the BISD's Acceptable Use Guidelines as they are promulgated from time to time.
- BISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

7) Safety and Health:

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by BISD, pursuant to BISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) Expiration or Termination:

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to BISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, BISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, BISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

**Operations Manual
Tarrant County College District
Birdville Independent School District
Early College 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 ("TCC") 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 from _____ 2019 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 that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCC shall provide all ECHS students, faculty and staff who will be on-campus at TCC with standard TCC identification badges.
- BISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- BISD shall be responsible for Clery reporting to the TCC 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 TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.

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

Darrell Brown
Dr. Darrell Brown
Superintendent, Birdville Independent School District

12/18/18
Date

Eugene Giovannini, Ed.D.
Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College District

2/4/19
Date

Approved as to Form : _____
ISD Legal Services

Date

Approved as to Form : _____
TCC Legal Services

Card Ware Bracken 1.23.19
Date

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, 2020, unless otherwise amended.

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 institutions.
- 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 at a BISD campus with students integrated on an age-appropriate basis in TCCD 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, interview and lottery as needed, 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.

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 BISD campus within the rules and guidelines established by the TEA, BISD and the College.

Memorandum of Understanding between
Tarrant County College District
Birdville Independent School District

B. Awarding Credit for Courses: The College will award credit for courses for which Course Articulation Agreements have been approved and appear in the ECHS Course Articulation Agreement 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) Pay salaries of instructors who teach College courses;
- 10) Provide academic support for ECHS students;
- 11) If applicable, provide an area per BISD and state and federal requirements in which students may eat lunch/meals that BISD provides;
- 12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
- 13) Administer TSI testing at the ECHS site in a mutually agreed upon schedule.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Articulation Agreement. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental 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 Articulation Agreement for the ECHS.
- 2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Articulation Agreement 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 Articulation Agreement for ECHS shall be provided by BISD.
- 4) College approved textbooks purchased by BISD for cohorted classes may be used for a time period of three years once the book is selected.

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 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 Chancellor has counseled with the student's guardian(s) or parent(s), a BISD representative, and the home high school principal. All must agree to a change in placement.

L. Instructional Calendar: The instructional calendar will be based on the BISD and TCCD master calendars.

- (1) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (2) Inclement weather procedures will be established in consultation with all parties to this MOU.

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Tarrant County College District
Birdville Independent School District

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 institutions 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 ECHS Chancellor will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: 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.

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.
- 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 statutes, 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.

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 principals. All Parties hereby acknowledge that they have read and understood this Agreement.

Memorandum of Understanding between
Tarrant County College District
Mansfield Independent School District

**Facilities Use Agreement
Tarrant County College District
Birdville Independent School District
Tarrant County College-Northeast | Birdville ISD Collegiate High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, 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 Tarrant County College-Northeast / Birdville ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Birdville Independent School District Early College High School Program ("MOU") dated January of 2019, entered into by and between the parties hereto;

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

1) Use of Facilities:

- BISD will house an early college high school facility within Haltom High School, 5501 N. Haltom Road, Haltom City TX, 76137. Operations will commence on August 1, 2019.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the BISD. All other purposes will require the prior written consent of BISD.
- By the beginning of the Spring semester of each academic year, BISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's Northeast Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:

- BISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.

5) Insurance:

- BISD 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 BISD. The foregoing insurance and any other insurance carried by BISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of BISD and under the BISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD 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 TCCD 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. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide BISD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) Ingress, Egress, Access and Parking:

- BISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and / or controlled by BISD.
- BISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per BISD policy, as it exists from time to time.
- Upon confirmation with TCCD, BISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with BISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of BISD.

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

Darrell Brown
Dr. Darrell Brown
Superintendent, Birdville Independent School District

12/18/18
Date

Eugene Giovannini
Dr. Eugene Giovannini
Chancellor, Tarrant County College District

2/4/19
Date

Approved as to Form : _____
ISD Legal Services

Date

Approved as to Form : *Carol Ware Bracken*
TCC Legal Services

1.23.19
Date

- BISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether BISD, TCC or contract custodial. TCC will cover the cost of required fingerprinting for TCC faculty assigned to the ECHS campus. All other charges associated with ISD 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.
- TCC shall ensure that grades for college courses are timely and correctly entered in TCC's administrative software.
- TCC will not provide ECHS students with computers, laptops or e-readers, and to the extent BISD elects to provide students with such equipment, BISD shall first confirm with TCC that the hardware and software for such equipment is compatible with TCC'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 these support efforts.
- ECHS faculty and staff shall be permitted to participate in TCC's in-house professional development courses at no charge.
- TCC and BISD agree that any payments made for the performance of governmental functions or services regarding the ECHS shall be made from current revenues available to the paying party.

3) Expiration or Termination

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

