

LEGAL REVIEW REQUEST

Document Title: Marine Creek Collegiate	Requested Return Date: 9/21/2023
Requested By: Brenna Sanders	Date Submitted: 9/7/2023
Celt Member: Shelley Pearson	Campus: TR
Office Extension: 55250	Building/Room: TRWF

ACTION REQUESTED	BACKGROUND INFORMATION
☒ Please Review and Approve	☐ Vendor Contact Information Attached
☐ Schedule An Appointment To Discuss	☐ 508 Compliance On File
☐ Information Only	☐ Other TCCD Stakeholders Involved (See Attached List)
☐ Other	☐ 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: _____

Reason expedited review is necessary: _____

For all requests for contract review, initial below:

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

_____ 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.

Shelley Pearson **9/7/2023**

(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		
☒ Approved as submitted Signature: <i>Carol Ware Bracken</i>	☐ Correct and resubmit	☐ See attached memo Date: 9.19.23
Comments:		

RECEIVED

SEP 12 2023

Tarrant County College District
General Counsel

**MEMORANDUM OF UNDERSTANDING
TARRANT COUNTY COLLEGE DISTRICT AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR
MARINE CREEK COLLEGIATE HIGH SCHOOL**

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 Northwest Campus (hereinafter referred to as "College") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (hereinafter referred to as "FWISD" or "District"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. District and College may be collectively referred to as the "Parties" or individually as a "Party."

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 2023-2024 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 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 MOU shall commence upon signature dates found on the last page of this MOU.
- B. The MOU will end on June 30, 2026, unless otherwise amended.
- C. Each academic year, the District will submit a Letter of Continuation to the College as confirmation to continue with all terms listed in this MOU and provide updated course crosswalks, as needed.

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

- A. The establishment of a mutually beneficial partnership between the College and District 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 with 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 FWISD.
- H. Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, and high school and college counselors.
- I. Collaboration that addresses the instructional calendar, instructional materials, and 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 District agree to a recommended minimum of fifteen (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 FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the College campus within the rules and guidelines established by the TEA, FWISD, and the College.
- (2) The FWISD ECHS Lead Administrator:
 - a. Within the rules and guidelines established by TEA and FWISD, 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 that is 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 FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD 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 FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the

Superintendent of FWISD 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 a 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 FWISD and state and federal requirements in which students may eat lunch/meals that FWISD 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 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

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in the 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 FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS;
- (4) Ensure that all FWISD high school courses are in the students individual graduation plans by the beginning of the high school freshman year, including College courses; and
- (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. Faculty:** ISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas. Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. ISD 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. 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 Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The District 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 FWISD.
 - (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 FWISD.
 - (4) College-approved textbooks purchased by FWISD for cohort classes may be used for a time period of three (3) 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 FWISD.
- 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 the transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and District's authority in this matter.
- K. Recruitment, Selection, and Enrollment of Students:**
- (1) Student recruitment of FWISD 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) FWISD attendance policies and procedures will be followed for high school courses, and College attendance policies and procedures will be followed for 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 FWISD'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: FWISD 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 FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligations, 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, FWISD shall maintain the insurance coverage agreed to by FWISD 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 FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers' manual prepared by FWISD 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 referenced above.

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD 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 the FWISD, 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. FWISD 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 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: t h e 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. **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.
 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, 2026. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
 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 Party. 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 FWISD, 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 i t s 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 the 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 the 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, the 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 the authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights is 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 FWISD. 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, FWISD, 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 and FWISD 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.

[Signature Page Follows]

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

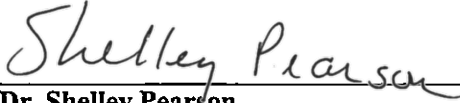


Dr. Angélica Ramsey
Superintendent, Fort Worth Independent School District

Aug 28, 2023

Date

 7/17/23



Dr. Shelley Pearson
Vice Chancellor and Provost,
Tarrant County College District

9/21/2023

Date

Approved as to Form:
District Legal Services



8/21/2023

Date

Approved as to Form:
TCCD Legal Services



9.19.23

Date

**Facilities Use Agreement Tarrant County College
Fort Worth Independent School District
Marine Creek Collegiate 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 Northwest Campus ("TCC") and the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County Texas (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 upon the execution of this MOU, 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 Northwest 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 thirty (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.

2) Furniture and Equipment

- TCC will purchase the furniture and associated furnishing necessary for the operations of the ECHS (the "Furniture").
- ISD will reimburse TCC for the actual cost of the Furniture within fifteen (15) business days of ISD's receipt of detail invoices from TCC for the Furniture. The reimbursement shall not exceed \$50,000.00. Upon receipt of the reimbursement, the Furniture will become the property of ISD, but shall remain in the ECHS building throughout the term of the MOU.
- All Furniture must comply with TCC standards of selection.
- Furniture that is damaged or unusable shall be replaced by ISD at its cost, and any replacements will be based on TCC standards of selection.

3) Maintenance

- Maintenance/ Custodial responsibilities will be that of TCC.

4) Utilities

- 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, 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 Northwest 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

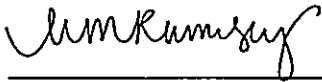
- Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by TCC, pursuant to TCC's facilities guidelines and procedures.
- TCC will install warning message clocks if in use in other TCC facilities.

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.

[Signature Page Follows]

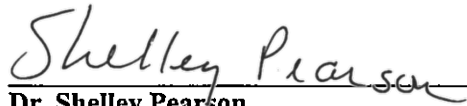
EXECUTED in duplicate original counterparts effective upon the date indicated above.



Dr. Angélica Ramsey
Superintendent, Fort Worth Independent School District

Aug 28, 2023

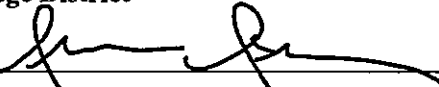
Date



Dr. Shelley Pearson
Vice Chancellor and Provost,
Tarrant County College District

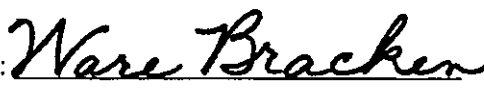
9/21/2023

Date

Approved as to Form: 
District Legal Services

8/21/2023

Date

Approved as to Form: 
TCCD Legal Services

9.19.23

Date

**Operations Manual Tarrant County College
Fort Worth Independent School District
Marine Creek Collegiate High School**

THIS OPERATIONS MANUAL (the "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 Northwest Campus ("TCC") and FORT WORTH 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 located on TCC's Northwest Campus (the "ECHS") established pursuant to the terms of that certain Memorandum of Understanding (the "MOU") dated as the date of the execution of the MOU, entered into by and between the parties hereto;

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

1) Governance

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incidents that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) located on TCC's Northwest Campus (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by ISD and subject to ISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occurs outside the ECHS Defined Area shall be governed by TCC and subject to TCC's policies and procedures.
- Operation of the ECHS building by TCC when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCC's use of the building shall be governed by TCC and subject to TCC's policies and procedures.
- The ECHS Defined Area will be subject to TCC fire safety policies and procedures, but ISD will be responsible for conducting and documenting mandated fire safety drills.

2) Safety and Health

- ISD will provide credentialed nursing staff for the ECHS and will determine the appropriate level of ISD nursing staff coverage on the ECHS campus, all in accordance with ISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up-to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).
- ISD 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.

- In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.
- In case of a health emergency on the TCC Northwest Campus but outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.
- In case of any other emergency on the TCC Northwest Campus but outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.
- The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. His or her duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issues; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.
- TCC shall provide all ECHS students, faculty, and staff with standard TCC identification badges.
- ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCC Police Department will be fully informed and engaged where necessary.
- All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS Defined Area as needed and/or upon request.
- The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC, or contract custodial. Charges associated with such background checks will be borne by ISD.
- ISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for

compliance with the federal Children's Internet Protection Act of 2000 and all related state and federal statutes and regulations, as such statutes and regulations may be amended in the future. Such compliance shall include, but shall not be limited to, adopting and implementing internet safety policies addressing:

- (a) access by minors to inappropriate matters on the Internet;
- (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
- (c) unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- (d) unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- (e) measures designed to restrict minors' access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

3) Staffing

The number of instructional and support staff to be provided by each party will be determined in accordance with each party's respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth-grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date that each party must make teacher contract decisions. Notwithstanding the foregoing, in the event that either party reasonably determines that any component of the other party's staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.

4) Operations

- ISD shall require that ninth and tenth-grade ECHS students wear a standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release, and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD's administrative software.
- TCC shall ensure that grades for college courses are timely and correctly entered into TCC's administrative software.
- TCC will not provide ECHS students with computers, laptops, or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment is compatible with TCC's computer system.
- ISD 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. TCC 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

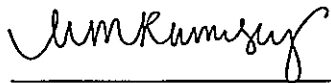
courses at no charge.

5) Expiration or Termination

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

[Signature Page Follows]

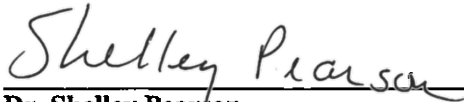
EXECUTED in duplicate original counterparts effective upon the date indicated above.



Dr. Angélica Ramsey
Superintendent, Fort Worth Independent School District

Aug 28, 2023

Date

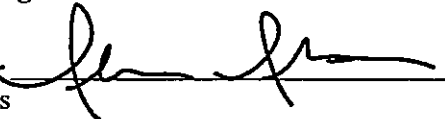


Dr. Shelley Pearson
Vice Chancellor and Provost,
Tarrant County College District

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Attachment A: Course Crosswalk

Marine Creek Collegiate High School (MCCHS)

Associate of Arts

		9 th Grade			10 th Grade			11 th Grade			12 th Grade		
		English I or II	English I or II	English I or II	English II or *III	English III or IV	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective	*English IV or *English Elective	*English IV or *English Elective	*English IV or *English Elective
High School	Algebra I or Algebra II	Algebra I or Algebra II	Algebra I or Algebra II	Algebra I or Algebra II	Geometry or Algebra II	Geometry or DC STATS	Geometry or SC Pre-Cal A	Geometry or SC Pre-Cal A	*Pre-Calculus B or *Calculus or *Dual Credit Statistics or AQR	*Pre-Calculus B or *Calculus or *Dual Credit Statistics or AQR	*Pre-Calculus A or Dual Credit Calculus or AQR	*Pre-Calculus A or Dual Credit Calculus or AQR	*Pre-Calculus A or Dual Credit Calculus or AQR
	World Geography	World Geography	World History or African/LA Studies	World History or African/LA Studies	World History or African/LA Studies	US History or *Dual Credit	*US History or Dual Credit	*US History or Dual Credit	Economics or Dual Credit	Economics or Dual Credit	Government or Dual Credit	Government or Dual Credit	Government or Dual Credit
	Physics	Physics	Chemistry	Chemistry	Chemistry	Biology	Biology	Biology	Dual Credit 4 th Science	Dual Credit 4 th Science	Dual Credit 4 th Science	Dual Credit 4 th Science	Dual Credit 4 th Science
		AVID 1	AVID 2	AVID 2	AVID 2	AVID 3	AVID 3	AVID 3	AVID 4	AVID 4	AVID 4	AVID 4	AVID 4
College	☒ KINE 1164 (PES00052)	☒ KINE 1102 (PES00055)	☒ ENGL 1301* (03220300)	☒ ENGL 1302* (03220300)	☒ ENGL 1302* (03220300)	☒ ENGL 1301* (03220300) or ☒ ENGL 2322 (03220400) or ☒ ENGL 2327 (03220400)	☒ ENGL 1302 (03220300) or ☒ ENGL 2323 (03220400) or ☒ ENGL 2328 (03220400) or ☒ ENGL 2327 (03220400)	☒ ENGL 1302 (03220300) or ☒ ENGL 2323 (03220400) or ☒ ENGL 2328 (03220400) or ☒ ENGL 2327 (03220400)	☒ ENGL 1301* (03220400) or ☒ ENGL 2322 (03220400) or ☒ ENGL 2327 (03220400)	☒ ENGL 1301* (03220400) or ☒ ENGL 2322 (03220400) or ☒ ENGL 2327 (03220400)	☒ ENGL 1302 (03220400) or ☒ ENGL 2323 (03220400) or ☒ ENGL 2328 (03220400)	☒ ENGL 1302 (03220400) or ☒ ENGL 2323 (03220400) or ☒ ENGL 2328 (03220400)	☒ ENGL 1302 (03220400) or ☒ ENGL 2323 (03220400) or ☒ ENGL 2328 (03220400)
		☒ KINE 1113 (PES00055)	☒ SPAN 1411 (03440100) or ☒ SPAN 2311 (03440300)	☒ SPAN 1412 (03440200) or ☒ SPAN 2312 (03440300)	☒ SPAN 1412 (03440200) or ☒ SPAN 2312 (03440300)	☒ ENGL 2327 (03220400) or ☒ ENGL 2328 (03220400) or ☒ ENGL 2329 (03220400)	☒ ENGL 2328 (03220400) or ☒ ENGL 2329 (03220400)	☒ ENGL 2328 (03220400) or ☒ ENGL 2329 (03220400)	☒ ENGL 2327 (03220400) or ☒ ENGL 2328 (03220400)	☒ ENGL 2327 (03220400) or ☒ ENGL 2328 (03220400)	☒ ENGL 2327 (03220400) or ☒ ENGL 2328 (03220400)	☒ ENGL 2327 (03220400) or ☒ ENGL 2328 (03220400)	☒ ENGL 2327 (03220400) or ☒ ENGL 2328 (03220400)
		☒ KINE 1134 (PES00055)	☒ SPCH 1311 (3241400) or ☒ KINE 1304 (03810100)	☒ SPCH 1311 (3241400) or ☒ KINE 1304 (03810100)	☒ SPCH 1311 (3241400) or ☒ KINE 1304 (03810100)	☒ ARTS 1301 (03500110) or ☒ DANC 2303 (03830100)	☒ ARTS 1301 (03500110) or ☒ DANC 2303 (03830100)	☒ ARTS 1301 (03500110) or ☒ DANC 2303 (03830100)	☒ MATH 1342 (03102500)	☒ MATH 1342 (03102500)	☒ MATH 1314* (03101100)	☒ MATH 1314* (03101100)	☒ MATH 1314* (03101100)
			☒ SPCH 1311 (3241400) or ☒ KINE 1304 (03810100)	☒ SPCH 1311 (3241400) or ☒ KINE 1304 (03810100)	☒ SPCH 1311 (3241400) or ☒ KINE 1304 (03810100)	☒ HIST 1301 (03340100) or ☒ PSYC 2301* (03350100) or ☒ SOC 1301* (03370100)	☒ HIST 1302 (03340100)	☒ HIST 1302 (03340100)	☒ GOVT 2305 (03330100) or ☒ GOVT 2306 (03380022) and ☒ ECON 2301 (A3310200)	☒ GOVT 2305 (03330100) or ☒ GOVT 2306 (03380022)	☒ GOVT 2305 (03330100) or ☒ GOVT 2306 (03380022)	☒ GOVT 2305 (03330100) or ☒ GOVT 2306 (03380022)	☒ GOVT 2305 (03330100) or ☒ GOVT 2306 (03380022)
College						☒ PSYC 2301* (03350100) or ☒ PSYC 2301* (03350100)	☒ PSYC 2301* (03350100) or ☒ PSYC 2301* (03350100)	☒ PSYC 2301* (03350100) or ☒ PSYC 2301* (03350100)	☒ BIOL 1406 (13037200) or ☒ BIOL 2401	☒ BIOL 1406 (13037200) or ☒ BIOL 2401	☒ BIOL 1407 (13037210) or ☒ BIOL 2402	☒ BIOL 1407 (13037210) or ☒ BIOL 2402	☒ BIOL 1407 (13037210) or ☒ BIOL 2402

