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LEGAL REVIEW REQUEST

TCCD Legal Office

Document Title: TABS ECHS	Requested Return Date: 9/5/2022
Requested By: Brenna Sanders	Date Submitted: 8/22/2022
Celt Member: Elva LeBlanc	Campus: TR
Office Extension: 5250	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.

(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	☐ Correct and resubmit	☐ See attached memo
Signature: Carol Ware Bracken	Date: 9.13.22	
Comments:		

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
TEXAS ACADEMY OF BIOMEDICAL SCIENCES**

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 Trinity River Campus (hereinafter referred to as "College") and 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"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. College and FWISD 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 2022-2023 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; and (4) have limited financial resources, and as a result the cost of college is prohibitive;

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

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

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

1. Term:

- a) The term of this agreement shall commence upon the last signature date found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended. The MOU may be extended for an additional two (2) one-year terms upon mutual written agreement of the Parties.
- c) Provide updated course crosswalk as needed.

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

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of the Parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development, and student services.
- c) Provision of rigorous college readiness, technical, and early college credit courses.
- d) Financial collaboration that addresses costs of all Parties to this MOU and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices, and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of 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, 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 FWISD 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 policies and procedures, as well as federal, state, and local laws, rules, and regulations.
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD, and the College.
- (2) The FWISD ECHS Lead Administrator will:
 - a. Within the rules and guidelines established by TEA and FWISD, 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;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Report to the FWISD superintendent, or his/her designee, through the established FWISD governance structure; and
 - d. 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/P-TECH 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 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 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.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments;
- (2) Pay the salaries of FWISD instructors and FWISD instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: FWISD 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 FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. FWISD 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. FWISD 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 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 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 FWISD'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 as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to 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 obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. 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 the Clery Act;
- 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 teacher's 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 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 of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

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

- R. 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. Right of Revocation: Subject to the provisions of Section 7 below, any Party may terminate this MOU without cause with a one hundred twenty (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 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 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.

6. 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.

7. Assignment: No Party may assign their interest in the MOU without the written permission of the other Party.

8. 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 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.
- 9. 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.
- 10 Applicable Law:** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas.
- 11. Venue:** Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
- 12. 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.
- 13. Signatory Clause:** The individuals executing this Agreement on behalf of the College District 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.

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

Tobi Jackson July 26, 2022
Tobi Jackson Date
Board President, Fort Worth Independent School District

[Signature] 7/28/22
Dr. Kent P. Scribner Date
Superintendent, Fort Worth Independent School District

Elva LeBlanc 9/13/2022
Dr. Elva LeBlanc Date
Interim Chancellor, Tarrant County College
District

Approved as to Form : [Signature] 06/28/2022
ISD Legal Services Date

Approved as to Form : Carol Ware Bracken 9.13.22
TCCD Legal Services Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Texas Academy of Biomedical
Sciences**

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 FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), 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 Trinity River / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated as of the date of execution on the 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:

- TCCD will designate facilities for a high school facility on the Trinity River Campus of TCCD. Sole ownership of ownership of such building(s) lies with TCCD.
- TCCD reserves the right to use the ECHS building for TCCD courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCCD will schedule its courses and activities in consultation with FWISD to allow for optimal use by both Parties.
- FWISD will provide TCCD with a calendar with all scheduled events on or before 30 days before the commencement of each semester.
- FWISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCCD.
- The Trinity River Campus of TCCD shares its space with TCC Connect and TCC district offices. As such, ECHS students should refrain from all areas of TRCF and TRWF that are not expressly designed for use for TABS, with the exception of circulation areas of main stairwells, elevators, and hallways.
- TCCD will make every effort to notify ECHS staff for events that will take place in the cafe so that the ECHS will have time to plan for alternate space and monitoring needs to ensure student safety during lunch.
- FWISD will limit all high school classes to the areas designated for the ECHS. College-credit bearing classes will be offered in TCC-designated areas, including sections taught by ISD embedded faculty.
- Prior to the beginning of each semester, ECHS and Trinity River administrators will outline semester-long collaborative use of fitness center space in TRTR 1102, TRTR 1106, and

TRTR 1107. TCCD will ensure that TCCD kinesiology courses are not scheduled at the same times as ECHS physical education courses

2) Furniture and Equipment:

- TCCD will purchase the furniture and associated furnishing necessary for the operations of the ECHS (the "Furniture").
- FWISD will reimburse TCCD for the accrual cost of the Furniture within 15 business days of FWISD's receipt of detail invoices from TCCD for the Furniture. The reimbursement shall not exceed \$50,000.00. Upon receipt of the reimbursement, the Furniture will become the property of FWISD, but shall remain in the ECHS building throughout the term of the MOU.
- All furniture must comply with TCCD standard of selection.
- The Parties shall repair and maintain any furniture and equipment they own and install in the ECHS to TCCD standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provide, however, if it is conclusively determined that the Party, its agent, employees, invitees or students was responsible for damage to the other Party's furniture or equipment, the former shall be responsible for the necessary repairs or replacement.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of TCCD and shall be to the same standard and intervals as the rest of the Trinity River campus.
- In the event FWISD holds an event or other activity in ECHS building or on the grounds of the Trinity River Campus, and that event or activity requires custodial support that is beyond the scope of the services generally provided, any additional cost for such additional services shall be borne by FWISD.

4) Utilities:

- TCCD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCCD 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 TCCD's communications and technology services as they are constituted from time to time, subject to the application of the TCCD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- TCCD 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 TCCD. The foregoing insurance and any other insurance carried by TCCD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of TCCD and under the TCCD's sole control. FWISD shall have no right or claim to any proceeds thereof or any rights thereunder.

- FWISD 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 FWISD 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. FWISD shall provide TCCD with a certificate of coverage or other document demonstrating FWISD's ability to self-insure.

6) Ingress, Egress, Access and Parking:

- TCCD grants FWISD 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 TCCD.
- TCCD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCCD policy, as it exists from time to time. A parking area on the Trinity River Campus of TCCD 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 TCCD's master calendar.
- Should FWISD require access to the ECHS building other than during such hours or for calendar events reference above, it will require the prior written consent of TCCD.
- Students who are dropped off and picked up from the Trinity River Campus of TCCD will make every effort to use the entrance nearest the Fitness Center on Taylor Street to reduce the effects of traffic back-up on Belknap.

7) Safety and Health:

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by TCCD, pursuant to TCCD's facilities guidelines and procedures.
- TCCD will install warning message clocks if in use in other facilities.
- 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 TCCD at the end of the then current academic term, and any personal property owned by FWISD will be removed by FWISD.

- FWISD shall be responsible for any damage caused by the removal of its personal property from TCCD's property.
- In the event FWISD fails to remove all or any portion of its personal property from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU. TCCD shall give FWISD written notice requesting removal, and if FWISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining personal property shall automatically become the property of TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA at the end of the then current academic term.

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

Tobi Jackson

Tobi Jackson

Board President - Fort Worth Independent School District

July 26, 2022

Date

Kent P. Scribner

Dr. Kent P. Scribner
Superintendent, Fort Worth Independent School District

7/28/22
Date

Elva LeBlanc

Dr. Elva LeBlanc

Interim Chancellor, Tarrant County College
District

9/13/2022

Date

Approved as to Form *[Signature]*

ISD Legal Services

06/28/2022

Date

Approved as to Form: *Carol Ware Bracken*

TCCD Legal Services

9.13.22
Date

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Texas Academy of Biomedical
Sciences**

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 Trinity River Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code. TCCD and FWISD may be collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH:

Whereas, the Parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of the date of 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 incident that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by FWISD and subject to FWISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occur outside the ECHS Defined Area shall be governed by TCCD and subject to TCCD's policies and procedures.
- Operation of the ECHS building by TCCD when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCCD's use of the building shall be governed by TCCD and subject to TCCD's policies and procedures.
- The ECHS Defined Area will be subject to TCCD fire safety policies and procedures, but FWISD will be responsible for conducting and documenting mandated fire safety drills.

2. Safety and Health:

- FWISD will provide a full-time, on-site, appropriately trained and experienced health assistant for the ECHS, supported by appropriately credentialed nursing and resource nursing staff, all in accordance with FWISD 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).

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- In case of a health emergency inside the ECHS Defined *Area*, the FWISD Health Services Department procedures and policies will be implemented, and the TCCD Policies Department will be fully informed and engaged where necessary.
- In case of health emergency outside the ECHS Defined Area, the TCCD Crisis Management Plan will be followed, and the FWISD Health Services Department will be fully informed and engaged where necessary.
- In case of any other emergency outside the ECHS Defined Area, the TCCD Police Department procedures and policies will be implemented, and the FWISD Security Department will be fully engaged where necessary.
- The counselor to be provided by FWISD shall be experience and shall be assigned to the ECHS full-time. Duties shall include, but shall not limited to, providing individual counseling (including crisis counseling); assisting with classroom management issued; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, FWISD policy and procedures.
- TCCD shall provide all ECHS students, faculty, and staff with standard TCCD identification badges.
- FWISD shall require that ECHS students wear standardized, colorful lanyards with their FWISD and TCCD identification badges at all times when they are on TCCD property.
- While using the Fitness Center, ECHS students will be required to wear clothes identifying them as ECHS students. The 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 TCCD Police Department will be fully informed and engaged where necessary.
- All FWISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCCD's Police Department prior to undertaking such services at the ECHS.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annual upon request.
- The TCCD Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to FWISD security personnel in the ECHS building as needed and/or upon request.

- The TCCD Police Department will provide security for all areas of TCCD property outside the ECHS Defined Area, in accordance with applicable law and TCCD policies and procedures, and the FWISD Security Department will be fully informed and engaged where necessary.
- FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel, whether FWISD, TCCD or contract custodial. Charges associated with such background checks will be borne by FWISD.
- FWISD 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. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:
 - a) access by minors to inappropriate manner 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 disseminations of personal information regarding minors; and
 - e) measures designed to restrict minor's 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 each Party must make teacher contact decisions. Notwithstanding the foregoing, in the event that either Party reasonably determines that any component of the others 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.
- The Principal shall be provided by FWISD and shall be a FWISD employee.

4. Operations:

- FWISD shall require that ECHS students have IDs and provide easily identifiable lanyards that must be worn visible and around the neck at all times when they are on TCCD property.

- FWISD 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 of thereof has been provided to TCCD.
- FWISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in FWISD's administrative software.
- TCCD shall insure those grades for college courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

5. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM at the end of the then current academic term.

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

Tobi Jackson
Tobi Jackson
Board President - Fort Worth Independent School District

July 26, 2022

Date

Dr. Kent P. Scribner
Dr. Kent P. Scribner
Superintendent, Fort Worth Independent School District

Date

Elva LeBlanc
Dr. Elva LeBlanc
Interim Chancellor, Tarrant County College
District

9/13/2022

Date

Approved as to Form: [Signature]
ISD Legal Services

06/28/2022

Date

Approved as to Form: [Signature]

TCCD Legal Services

Date

Texas Academy of Biomedical Sciences Course Crosswalk

Associate of arts/high school diploma

Ninth grade		Tenth grade		Eleventh grade		Twelfth grade		
High school	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring
	H. English 1 or H. English 2	H. English 1 or H. English 2	H. English 2 or H. English 3 or Dual-credit	H. English 2 or H. English 3 or Dual-credit	H. English 3 or Dual-credit	H. English 3 or Dual-credit	English 4 or Dual-credit	English 4 or Dual-credit
	H. Algebra 1 or H. geometry or H. Algebra 2 or Dual-credit	H. Algebra 1 or H. geometry or H. Algebra 2 or Dual-credit	H. geometry or H. Algebra 2 or A.P. Calculus AB or Dual-credit	H. geometry or H. Algebra 2 or A.P. Calculus AB or Dual-credit	H. Algebra 2 or A.P. Calculus AB or A.P. Calculus BC or Dual-credit	H. Algebra 2 or A.P. Calculus AB or A.P. Calculus BC or Dual-credit	AQR or A.P. Calculus AB or A.P. Calculus BC or Dual-credit	AQR or A.P. Calculus AB or A.P. Calculus BC or Dual-credit
	A.P. human geo.	A.P. human geo.	World civilization or Dual-credit	World civilization or Dual-credit	H. U.S. history or Dual-credit	H. U.S. history or Dual-credit	Economics or Dual-credit	Federal government or Dual-credit
	H. biology or H. physics	H. biology or H. physics	H. physics or A.P. biology or Dual-credit	H. physics or A.P. biology or Dual-credit	H. chemistry or Dual-credit	H. chemistry or Dual-credit		
College			ENGL 1301 ¹ (03220300)	ENGL 1302 ¹ (03220300)	ENGL 1301 ¹ (03220300) or ENGL 2327 ⁶ (03220400)	ENGL 1302 ¹ (03220300) or ENGL 2311 ¹ (03221100) or ENGL 2328 ⁶ (03220400)	ENGL 1301 ¹ (03220300) or ENGL 2327 ⁶ (03220400)	ENGL 1302 ¹ (03220300) or ENGL 2311 ¹ (03221100) or ENGL 2328 ⁶ (03220400)
	MATH 1314 ³ (03101100)	MATH 2412 ³ (03101100)	MATH 1314 ³ (03101100)	MATH 2412 ³ (03101100)	MATH 1314 ³ (03101100) or MATH 1342 ³ (03102500) or MATH 2413 ³ (A03100101)	MATH 2412 ³ (03101100) or MATH 2414 ¹¹ (A3100102)	MATH 1314 ³ (03101100) or MATH 1342 ³ (03102500) or MATH 2413 ³ (A03100101)	MATH 2412 ³ (03101100) or MATH 2414 ³ (A3100102) or MATH 2415 ¹¹ (03102500)
			HIST 2321 ⁶ (03340400)	HIST 2322 ⁶ (03340400)	HIST 1301 ⁷ (03340100)	HIST 1302 ⁷ (03340100)	GOVT 2305 ⁸ (03330100)	ECON 2301 ⁹ (03310300)
			CHEM 1411 ⁴ (03040000)	CHEM 1412 ⁴ (03040000)	CHEM 1411 ⁴ (03040000)	CHEM 1412 ⁴ (03040000)	BIOL 1406 ⁴ (13037200) or BIOL 1408 ⁴ (13037200) or BIOL 2401 ⁴ (13020600) or PHYS 1401 ⁴ (03050000)	BIOL 1407 ⁴ (13037200) or BIOL 1409 ⁴ (13037200) or BIOL 2402 ⁴ (13020600) or PHYS 1402 ⁴ (03050000)

	KINE 1164 ¹⁰ (PES00051) SPAN 1411 (03440100)	EDUC 1300 ¹¹ (N1290050) SPAN 1412 (03440200)	HUMA 1301 ⁶ (03221600) or SPCH 1311 ² (03241400) or SPCH 1321 ² (13009900)	ARTS 1301 ⁵ (03500110)	ARTS 1311/1312 ¹¹ (03500100/03501210) or ARTS 2389 ¹¹ or DRAM 1310 ^{5,11} /1351 ¹¹ (03250100) or MUSI 1306 ^{5, 11} (03155600) or PSYC 2301 ⁹ (03350100) or PSYC 2314 ¹¹ (03380021) or SOCI 1301 ⁹ (03370100) or SPCH 1311 ² (03241400) or SPCH 1321 ² (13009900)	GOVT 2306 ⁸ (03380022)	ARTS 1311/1312 ¹¹ (03500100/03501210) or ARTS 2389 ¹¹ or DRAM 1310 ^{5,11} /1351 ¹¹ (03250100) or MUSI 1306 ^{5, 11} (03155600) or PSYC 2301 ⁹ (03350100) or PSYC 2314 ¹¹ (03380021) or SOCI 1301 ⁹ (03370100) or Elective ¹¹	Elective ¹¹
Career							HPRS 1370 ¹¹ and HPRS 1470 ¹¹ (13020500)	HPRS 1471 ¹¹ (13020500)

Associate's degree: associate of arts

¹Six hours of composition (ENGL 1301 and ENGL 1302 or ENGL 2311)

²Three hours of speech and communication skills (SPCH 1311 or SPCH 1321)

³Three hours of mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)

⁴Eight hours of life and physical science (BIOL 1406 or BIOL 1407 or BIOL 1408 or BIOL 1409 or BIOL 2401 or BIOL 2402 or CHEM 1411 or CHEM 1412 or PHYS 1401 or PHYS 1402)

⁵Three hours of creative arts (ARTS 1301 or DRAM 1310 or MUSI 1306)

⁶Three hours of language, culture and philosophy (or ENGL 2327 or ENGL 2328 or HIST 2321 or HIST 2322 or HUMA 1301)

⁷Six hours of American history (HIST 1301 or HIST 1302)

⁸Six hours of government and political science (GOVT 2305 and GOVT 2306)

⁹Three hours of social or behavioral science (ECON 2301 or PSYC 2301 or SOCI 1301)

¹⁰One hour of health and wellness (KINE 1164)

¹¹Eighteen hours of electives (ARTS 1311 or ARTS 1312 or DRAM 1351 or EDUC 1300 or MATH 2318 or MATH 2320 or MATH 2414 or MATH 2415 or MATH 2421 or PSYC 2314)

Updated July 25, 2022

General Education Core: Plan includes 42 hours core, transferable to any public Texas university

¹Three hours of communication (ENGL 1301) and three hours of component area composition (ENGL 1302 or ENGL 2311)

²Three hours of speech and communication skills (SPCH 1311 or SPCH 1315 or SPCH 1321)

³Three hours of mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)

⁴Six hours of life and physical science (BIOL 1406 or BIOL 1407 or BIOL 2401 or BIOL 2402 or BIOL 2406 or CHEM 1411 or CHEM 1412 or CHEM 2423 or CHEM 2425 or GEOL 1401 or GEOL 1445 or PHYS 1401 or PHYS 1402 or PHYS 1403 or PHYS 1404 or PHYS 1415) and two overflow hours from science labs

⁵Three hours of creative arts (ARTS 1301 or DANC 2303 or DRAM 1310 or MUSI 1310)

⁶Three hours of language, culture and philosophy (ENGL 2322 or ENGL 2323 or ENGL 2327 or ENGL 2328 or ENGL 2332 or ENGL 2333 or HIST 2321 or HIST 2322 or HUMA 1301 or PHIL 1301 or SPAN 2311 or SPAN 2312)

⁷Six hours of American history (HIST 1301 or HIST 1302 or HIST 2327)

⁸Six hours of government and political science (GOVT 2305 and GOVT 2306)

⁹Three hours of social or behavioral science (ECON 2301 or ECON 2302 or GEOG 1301 or GEOG 1302 or PSYC 2301 or SOCI 1301)

¹⁰One hour of health and wellness (KINE 1164)