

MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
GRAPEVINE COLLEYVILLE INDEPENDENT SCHOOL DISTRICT

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

WHEREAS, the parties to this MOU desire to establish an Early College High School (herein so called, or "ECHS") by the beginning of the 2014-2015 academic year, which will begin by serving students in grade 9 (with subsequent years serving grades 9 – 12) to provide opportunities for both workforce (i.e., technical) and academic dual 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 are: (1) highly motivated but have not received the academic preparation necessary to meet high school standards; (2) may be English language learners; (3) experience difficulty in experiencing a smooth transition into postsecondary education; and/or (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's Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles (Section 2 below) of the ECHS, especially in providing dual credit classes with sufficient time for the students to complete an Associate's Degree; and

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

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

1. Term

- a. The term of this MOU shall commence upon the execution of this MOU and will end on June 30, 2018, unless it is otherwise terminated in accordance with Section 6. The MOU shall be reviewed by the parties annually.
- b. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the parties shall review this MOU and may renew this MOU on approval of the College and ISD.

2. Guiding Principles

The College and ISD will function on the following principles:

- a. Establishment of a mutually beneficial partnership between the College and ISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all institutions.
- b. Collaboration in planning, implementation, and continuous improvement of ECHS programs including the provision for faculty, staff, administration, curriculum development, professional development and student services.
- c. Provision of rigorous college readiness, dual credit, and 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 ECHS 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 reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
- g. Selection of students by ISD (with assistance by the College, as needed) by application, interview and, if needed, by lottery, that reflects the diversity of ISD.
- h. Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i. Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and THECB grading periods and policies.

3. Scope of Agreement and Limitations of Authority

The Scope of the Agreement and the parties agree as follows:

A. Governance

1. The ECHS will:

- a. Be governed by ISD and subject to ISD's policies and state and federal law;
- b. Have the autonomy to operate as an ECHS on the College campus within the rules and guidelines established by the TEA, ISD and the College; and
- c. Operate in accordance with the terms of an Operations Manual (the "OM") and a Facilities Use Agreement (the "FUA") entered into by and between ISD and the College.

2. The Principal

- a. Within the rules and guidelines established by TEA and ISD, the Principal, to be appointed by ISD, will have the authority to implement and supervise:
 - i. Governance;
 - ii. ISD staffing;
 - iii. ISD staff appraisal with full authority in TEA's Professional Development and Appraisal System, including growth plans and/or Teacher In Need of Assistance (TINA) plans that must be followed, and making recommendations for hiring, renewal, nonrenewal and termination;
 - iv. Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the ECHS.
- b. Will direct the ECHS administrative assistant or designee in entering attendance, grades and other data into the ISD student accounting system.
- c. Will report to the ISD Superintendent or his/her designee through the established ISD governance structure;
- d. Will serve as the primary contact for the ECHS with the community and the College.

3. Early College Partnership Council ("ECPC")

- a. Serves as an advisory committee to the Principal in establishing procedures and developing a coherent program across institutions.
- b. Membership on the ECPC will include, but not be limited to, representatives of ISD, the College and community members. The specific membership of the ECPC will be determined by the ISD Superintendent and College President or their designees. Members will include ISD and College administrators who have decision-making authority.
- c. The ECPC will meet quarterly and as needed to:
 - i. Assess instructional and programmatic activities;
 - ii. Identify problems, issues and challenges; and
 - iii. Make recommendations to the Principal 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 Articulation Agreements have been approved and appear in the Dual Credit Course Articulation Agreement for ECHS, a copy of which is attached hereto as Exhibit "A" and incorporated here in 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 courses;
2. Provide selection of text materials for those 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 course documents and syllabi 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 graduation plans for dual credit by the beginning of their high school freshman year;
7. Designate personnel to monitor the quality of instruction in order to ensure compliance with the Dual Credit Course Articulation Agreement

- for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
8. Pay salaries of instructors who teach College courses;
 9. Provide academic support for ECHS students; and
 10. Provide an area per ISD and state and federal requirements in which students may eat the breakfast and/or lunch meals that ISD provides.
 11. Provide a designated (non-exclusive) parking area for ECHS faculty, staff and designated students.

D. Duties of ISD

ISD shall have the following duties:

1. Consult with College faculty who teach dual credit courses in the design and implementation of these courses to ensure that course goals enable students to master the TEA's Texas Essential Knowledge and Skills and end of course testing and match the requirements of the THECB to ensure rigor;
2. Pay the salaries of ISD personnel;
3. Provide meals to qualifying students who participate in ECHS; and
4. Ensure that all ISD high school courses are in the students' individual graduation plans by the beginning of the high school freshman year, including dual credit courses.

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

F. Faculty Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by the College and ISD. To teach in ECHS, ISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

ISD employees who teach classes at ECHS will meet all state requirements as well as "Highly Qualified" status under the federal No Child Left Behind Act of 2002. In addition, individuals who meet the necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

ECHS faculty members employed by ISD will be evaluated annually by ISD using ISD guidelines and in accordance with ISD School Board policy and procedures. ECHS faculty employed by the College will be evaluated

annually in accordance with College policies and procedures.

G. Classroom and Office Facilities

1. All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
2. College shall provide office space for the high school administrative staff within the ECHS facility.
3. ECHS students, faculty and staff will have access to instructional and non-instructional materials and other resources available on the College campus in keeping with the Guiding Principles enumerated in Section 2.
4. The ECHS facility will be provided, owned and maintained by College, as more particularly set forth in the FUA.
5. The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained by College, 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 dual credit courses based on the Dual Credit Course Articulation Agreement for the ECHS. The College will waive Texas Success Initiatives ("TSI") assessment administration cost.

I. Books and Supplemental Materials

1. College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the Dual Credit Course Articulation Agreement for the ECHS.
2. All textbooks and supplemental materials required for classes outlined in the Dual Credit Course Articulation Agreement for ECHS shall be provided by ISD.
3. All textbooks and supplemental materials required for classes not outlined under the provisions of the Dual Credit Course Articulation Agreement for ECHS shall be provided by ISD.
4. College approved textbooks purchased by ISD may be used for a time period of three years once the book is selected.
5. Selection and adoption of supplemental instructional materials, both print and digital, shall be jointly discussed by the College and the ISD.

J. Grading Policies College credit for each ECHS student should appear on the College transcript as that 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 ISD. ISD will determine how the College grade will be

recorded in the high school transcript for grade point average ("GPA") and ranking purposes. ISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and ISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students

1. Student recruitment of ISD eighth graders will occur annually.
2. College will assist with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the ECHS.
3. ISD 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 transfer back to his or her original high school until the Principal has counseled with the student, student's parent(s) and/or guardian(s), and the original high school principal. All modifications in placement shall be subject to ISD's transfer policy.

L. Instructional Calendar

1. The instructional calendar will be based on the College master calendar.
2. Instruction and testing 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** ISD shall transport ECHS students to the College campus via ISD vehicles. It is expressly agreed that all such transportation by ISD, as well as the acts and omissions of all transportation personnel, are the sole and exclusive responsibility of ISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, ISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorney's fees and other professional fees that may be imposed upon, incurred by or asserted against the College, its trustees, officers, employees and agents, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, ISD shall maintain the insurance coverage agreed by the College and ISD. 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, Faculty and Staff Code of Conduct ECHS students, faculty and staff shall adhere to:

1. Policies of and procedures of ISD;
2. Procedures of the College;
3. Procedures listed in a student handbook prepared by ISD in consultation with the College;
4. Procedures listed in a teacher's manual prepared by ISD in consultation with the College;
5. Policies in the College Board of Trustees Policies and Administrative Procedures Manual.

O. Media and Public Relations Media and public relations regarding the Early College High School will be managed cooperatively, according to ISD and College protocols, appropriate under the particular circumstances.

P. Student Progress and Support

The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student is assigned a mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all College students.

ISD 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 service personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two institutions, as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research, and Development Under the supervision and/or cooperation of the ECPC, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. In aid of preparation of this evaluation, the parties will collect and share

data (to the standard set forth in the following paragraph), relating to the number of credit courses taken and completed; GPAs; state assessment results; SAT/ACT and PSAT scores; TSI readiness by grade level; matriculation of ECHS students to four year colleges/universities and level of entry; enrollment/retention rates; student participation in College activities; qualifications of ECHS staff; and location(s) where courses are taught. 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.

The parties will collect data on the ECHS program and students as required by state and federal law and their respective policies and procedures and will share that data with one another upon request. Neither party shall be required to collect data except as provided in this MOU, but a party may request that the other party collect additional data, and the requested party shall use good faith efforts to comply with reasonable requests, to the extent that compliance would not create an undue burden on the financial and human resources of the requested party. The Principal will lead the ECPC in the annual review and completion of the annual report of the evaluation data collected by the parties.

- R. **Project Reporting** Under the supervision and/or cooperation of the ECPC, 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. Immunity and Limits of Liability

The parties acknowledge that they are governmental entities subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of this MOU. The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with 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. Termination

Subject to the provisions of Section 6 below, either party may terminate this MOU without cause on 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 of ISD, 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 this 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 ECHS 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 ECHS 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 at the end of their 12th grade year. 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.
- f. If the ECHS is discontinued, use of the ECHS facility will revert solely to the College, and ISD will remove any of its personal property in the ECHS facility, as more particularly set forth in the FUA.

- 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 and on behalf of the other except as provided in this MOU. No other authority, power, partnership, 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 ISD. 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, ISD 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.

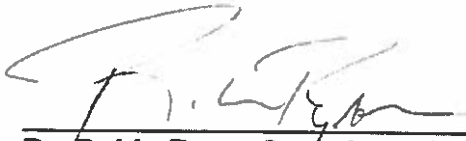
11. Venue Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

12. Miscellaneous Provisions

- a. Neither party shall have control over the other party with respect to its hours and times of operation, employment, etc., unless otherwise specifically agreed to in writing.
- 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 THECB 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 ISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read and understood this Agreement.

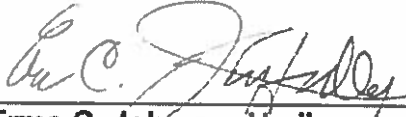
EXECUTED in duplicate original counterparts effective upon the date indicated above.



Dr. Robin Ryan, Superintendent
Grapevine Colleyville Independent School District

6-17-14

Date



Erma C. Johnson Hadley
Chancellor, Tarrant County College District

6/17/14

Date