MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between Blinn College ("Customer") and the Texas A&M Engineering Extension Service ("TEEX"), a member of the Texas A&M University System and an agency of the State of Texas, shown below as Contracting Parties (individually referred to as "Party" or collectively as the "Parties").

I. CONTRACTING PARTIES:
   The Receiving Party: Blinn College, P O Box 6030, Bryan TX 77805
   The Performing Party: Texas A&M Engineering Extension Service, P.O. Box 40006, College Station, TX 77842 or 200 Technology Way, College Station, TX.77845

II. STATEMENT OF WORK PERFORMED:

   All or part of the Statement of Work is approved on a TEEX GSA contract: ___Yes ☑ No

   If yes above, and the customer is GSA eligible, the approved portion is a GSA sale unless otherwise noted below:

   ___ The customer has verified this is not a GSA related sale.
   ___ Other: (please state the reason)

   Statement of Work August 24, 2018 (if attached please label as Attachment A).

III. MOA AMOUNT:

   1. The total fixed-price amount of this MOA is:
      A. Blinn College agrees to pay TEEX five thousand, four hundred dollars ($5,400) for each student enrolled by Blinn into the face-to-face TEEX Recruit Fire Academy. A minimum of forty-five (45) students will be required to hold the face-to-face recruit academy. TEEX and Blinn College Students can be combined to achieve the forty-five (45) students. Blinn College agrees to pay TEEX five thousand, four hundred dollars ($5,400) for each student enrolled by Blinn into the TEEX Blended Learning Recruit Fire Academy.

      Note: Prices are subject to change subject to written agreement by both parties.

      Other Courses if Needed
      B. Blinn College agrees to pay TEEX for the instruction of a classroom based three (3) semester hour college credit course during the normal semester time frame using TEEX instructors and curriculum. Cost will depend on course delivery location, not the number of students, as follows:

         Course delivered at the Brayton Fire Field: ($5,400) five thousand, four hundred dollars. All consumable and fire field use fees required as part of the course, described in "B", will be negotiated and approved by Blinn College and TEEX.
IV. PAYMENT FOR THE WORK:

Payment for Work performed under this MOA shall be billed

Blended Learning: TEEX must invoice prior to the start of each course delivery in order to generate eTokens for the online portion. TEEX will follow Blinn’s cancelation policy which allows for partial refunds if class is dropped prior to a certain date. Blinn will not pay invoice until after the final drop date to ensure that the correct amount is paid to TEEX. This will put the invoice closer to net 60 when payment is made.

12-week face-to-face: TEEX must invoice twenty (20) days after the start of each course in order to abide by Blinn’s cancelation policy which allows for partial refunds if the class if dropped prior to a certain date. Blinn will pay invoice within thirty (30) days of invoice date.

Lump sum payment will be due as stated on said invoice.

V. TERM OF MOA:

This MOA is to begin as of the date of the last signature and shall terminate August 31, 2019 unless earlier terminated in accordance with Section X below.

If this MOA is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOA will be null and void and of no further effect.

VI. INDEPENDENT CONTRACTOR:

TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX employees are not employees of the Customer, and neither TEEX nor Customer’s personnel will, by virtue of this MOA, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.

VII. USE OF PURCHASE ORDERS:

To the degree that either or both of the Parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this MOA, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

VIII. PUBLICITY:

Neither Party to this MOA may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the Customer’s name, project title, and total MOA value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOA.
IX. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEX to attempt to resolve any claim for breach of this MOA made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of this MOA under this Chapter to the Deputy Director of TEEX, who shall examine Customer’s claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

X. TERMINATION:

Both Parties reserve the right to terminate this MOA for reasonable cause or if it is determined the objectives of this MOA cannot be accomplished. A Party wishing to terminate this MOA must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred. TEEX will be paid for Work performed up to the date of termination, in accordance with the terms of this MOA. If a mutual settlement of expenses cannot be reached, such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination. Termination of this MOA for any reason, does not relieve either Party of the obligations incurred prior to the termination.

XI. ENTIRE AGREEMENT:

This MOA constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this MOA.

XII. SAVINGS CLAUSE:

In the event that any provision of this MOA is held unenforceable for any reason, the remaining provisions of this MOA shall remain in full force and effect.

XIII. AMENDMENTS:

No amendment to this MOA shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.

XIV. FORCE MAJEURE:

Neither Party is required to perform any term, condition, or covenant of this MOA, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, or the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.

XV. NOTICES:

Formal notices provided under this MOA must be in writing and delivered by (i) U.S. Postal Service; (ii) certified mail, return receipt requested; (iii) hand delivered; (iv) email; or (v) delivery by a reputable overnight courier service (in the case of delivery by email the notice must be followed immediately by a copy of the notice being delivered by a means provided in (i), (ii), (iii), or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by email, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received.
Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing.

**Customer Point of Contact:**
Name: Nathan Sivils
Address: P.O. Box 6030, Bryan, TX 77805
Phone: 979-777-6294
Email: Nathan.sivils@blinn.edu

**TEEX Point of Contact:**
Name: David Rosier
P.O. Box 40006, College Station, TX 77842-4006
Phone: 979-458-0021
Email: david.rosier@teex.tamu.edu

XVI. INTELLECTUAL PROPERTY [OPTIONAL]

Copyright ownership of all training models, curriculum, and materials ("work of authorship") delivered by TEEX under this MOA (whether created in the performance of this MOA or pre-existing) shall exclusively vest in TEEX. No rights are granted under such copyrights except as may be described in this MOA or stated in any training manuals or materials delivered as part of this MOA.

The undersigned Parties bind themselves to the faithful performance of this MOA.

**Blinn College:**
By: [Signature]
Name: Mary Hensley, Ed.D.
Title: Chancellor of the Blinn College District
Date: 5/29/18

**Texas A&M Engineering Extension Service:**
By: [Signature]
Name: R. Charles Todd
Title: Associate Agency Director/CFO
Date: 8/27/18

Reviewed by
ESTI Business Office
Statement of Work

Purpose:
Within Blinn College's 13-county service area, TEEX agrees to perform instructional services and consulting as described below, but not limited to this list:

INSTRUCTIONAL COURSES

- Regularly deliver a 12-week, 545 contact hour Fire Recruit Academy program, which includes classroom and hands-on field application and training experiences
- Regularly deliver a blended Fire Recruit Academy Program that consists of 545 contact hours incorporating up to 90 days of online learning and a 21-day classroom/hands-on field application and training experience component, which should begin within 180 days of the successful completion of the online portion of the program.
- Use curriculum that meets current national fire standards
- Provide access to Brayton Fire Training Field, which has state-of-the-art firefighter props, equipment and apparatus as well as the Riverside campus
- Employ the use of qualified instructors
- Provide counseling and advising to prospective Fire Science students when needed
- Deliver any other administrative and fire management courses that are requested by Blinn College at negotiated rates
- Share student enrollment, attendance, test, and grade information that Blinn College may require in order to meet local course and program completion and state reporting requirements
- Follow the Family Educational Rights and Privacy Act (FERPA) guidelines to allow the exchange of student and program related information between Blinn College and TEEX. This information may include, but not limited to the student's name, address, date of birth, social security number, Blinn Student ID #, grades, disciplinary actions related to courses enrolled in, financial aid data, pre-requisite course information, national registry pass rate data; etc.

TECHNICAL ASSISTANCE

- Provide marketing support to Blinn College as agreed upon for the Fire Science Program
- Provide access to and recommendations of qualified instructors to Blinn College when needed
- Provide Fire Science Program curriculum updates to keep current on national fire standards
Responsibilities and Deliverables:

TEEX will:

A. Permit Blinn College to enroll its degree-seeking students into the TEEX Recruit Firefighter Academy sometime during the 2-year length of the program and/or anytime during the year when the certificate program may be offered as mutually agreed.

B. Annually recruit and counsel a cohort of 50 or more participants including high school age students for entry into Blinn College’s A.A.S. Fire Science Program.

C. Provide resources and services to market the new degree and certificate programs including the blended learning component, when developed.

D. Work with Blinn College to develop and evaluate the curriculum when needed.

E. Serve on Blinn College’s Fire Science Program Advisory Board and provide valuable input into the appointment of Blinn College’s Fire Science Program faculty as needed.

F. Appoint, supervise, and regularly evaluate our own recruit fire academy faculty.

G. Provide the necessary instruction and learning resources for all students enrolled in Blinn College’s Fire Science Program and participating in the Recruit Firefighters Academy.

H. Ensure that its instructors meet Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools (SACS) instructor qualification guidelines and such records will be available for review on an annual basis by Blinn College officials.

I. Report student attendance and achievement information to Blinn College each semester as specified by Blinn College’s calendar to meet any local and state reporting deadlines.

J. Submit timely invoices for reimbursement by Blinn College for the provision of training as outlined in section III. Distribution of Gross Revenue.

Customer will:

A. Ensure that all Fire Science courses and programs are offered under its sole and direct control.

B. Ensure that all Fire Science Program instructors meet the necessary qualifications to teach in either the certificate or the degree programs as stipulated by the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools (SACS).

C. Employ at least one full-time faculty member for the Fire Science degree program as required by THECB.
D. Ensure that the contracted courses or programs will be bound by institutional procedures that meet the standards of regular programs as disclosed fully in the publications of Blinn College.

E. Use existing systems and resources for:
   1. recruitment and counseling of students;
   2. admission of students to courses and/or to the sponsoring institution where certificate and associate degree programs are pursued;
   3. development and evaluation of the curriculum;
   4. evaluation of student progress;
   5. record keeping;
   6. tuition and/or fee charges, receipts and disbursement of funds, and refund policy;
   7. appointment, supervision, and evaluation of faculty; and
   8. Instruction and learning resources.

F. Award earned college credit hours for classroom and blended instruction and field experiences toward the completion of certificate and A.A.S. Degree programs in Fire Science.

G. Revise its current A.A.S. Degree Program in Fire Science to include 23 semester credit hours/seven courses that are THECB-WECM approved and cover the instruction provided in an industry-approved Recruit Firefighters Academy setting.

H. Develop and secure approval from THECB for a 23 semester credit hour/seven course Recruit Firefighters Academy Certificate Program for use by students that do not enroll in the degree track.

I. Upon the receipt of official invoice, reimburse TEEX for services provided in the delivery of training to Blinn College's students as outlined in this agreement or further agreed upon in writing for other services associated with the new partnership.

It should be noted that additional program operations information is contained in the attached document entitled Blinn College Fire Science Program Enhancement Project revised on June 29, 2010. (See Attachment A).
Contact Information:

For Customer:
Name: Nathan Sivils
Title:
Address: P.O. Box 6030, Bryan, TX 77805
Office
Telephone: 979-777-6294
Mobile
Telephone:
Email: Nathan.sivils@blinn.edu

For TEEX:
Name: David Rosier
Title: Training Manager
Address: P.O. Box 40006, College Station, TX 77842-4006
Office
Telephone: 979-458-0021
Mobile
Telephone:
Email: David.rosier@teex.tamu.edu

All or part of this Statement of Work/Services is □ is not □ being purchased through a TEEX GSA Schedule.
Attachment A

Blinn College
Fire Science Degree Program
Enhancement Project

Introduction
Blinn College has established an internal goal to expand and enhance its existing fire science degree program. As part of this goal, Blinn will use various means to increase the number of degree seeking students with the Fire Science Degree program. This goal also includes the desire to increase the quality of student learning and the experiences they gain while in the program by including hands-on skill proficiency conducted in a field fire academy setting.

Challenges/obstacles
One of the Blinn College challenges/obstacles to accomplishing this goal is the high cost of emergency service related equipment, apparatus, and facilities. In addition, Blinn currently lacks experienced faculty to accomplish this goal. The dilemma Blinn College faces is to accomplish the goal in an economically feasible and timely manner.

Solution
A solution to these challenges/obstacles is for Blinn College to establish an agreement for use of certain technical/professional services from the Texas Engineering Extension Service (TEEX). In doing so, Blinn College can gain access to the nationally recognized Brayton Fire Training Field which has state-of-the-art firefighter props, equipment, and apparatus. In addition, the agreement would provide access to instructors with world-wide fire protection teaching experience.

Considerations
Blinn College recognizes that TEEX is not accredited by the Southern Association of Colleges and Schools (SACS). However, Blinn College believes that the currently constructed contractual agreement meets the intent of the Texas Higher Education Coordinating Board (THECB) Rules and Regulations 9.124. The three general policy guidelines are addressed here and are followed by a detailed response to the coordinating board’s regulations.

Contractual agreements for instruction must comply with all current guidelines of SACS. 9.124 (a)(1)
The proposed contractual relationship will not only ensure continued compliance with SACS requirements, it will help strengthen some of the more technical related requirements such as equipment, facilities, and subject matter expertise.
Courses and programs offered under contractual agreements are consistent with the educational purpose, mission and goals of the institution. 9.124 (a)(2)

The proposed contractual relationship is consistent with, and will help strengthen the college’s ability to meet its approved educational purpose, mission, and goals. This contractual agreement helps ensure that:

- Instructional excellence is achieved by working with a nationally and internationally recognized emergency response training organization.
- Blinn College is alert to changing educational requirements and endeavors to meet those needs. County, state, and national efforts currently highlight the need for a well trained and educated emergency response force. Blinn College is taking positive actions to assist our county, state, and nation.

Courses and programs offered and eligible for state appropriations remain under the sole and direct control of the sponsoring public two-year college. 9.124 (a)(3)

The basic intent of the contractual agreement is to use the technical expertise and facilities within TEEX to enhance the fire science degree program at Blinn College. In as much, Blinn College will retain sole and direct control of the certificate and degree programs and all course offerings.

Programs and courses approved through the established procedures of the Board. 9.124 (b)(1)

(A)

Blinn College’s Fire Science certificate and A.A.S. degree programs have been approved for more than fifteen (15) years by the Texas Higher Education Coordinating Board. Under this new agreement with TEEX-ESTI, revisions will be made to the certificate and A.A.S. degree programs to incorporate an industry approved firefighters academy for up to 574 contact hours.

Courses offered under the sole and direct control of sponsoring public two-year college, instructors of courses meet qualifications as stipulated by the public two-year college, public two-year college must employ at least one full-time faculty member and specify the institutional procedures by which the contracted courses or programs meet the standards of regular programs as disclosed fully in publications of the institution. 9.124 (b)(1)(B)

As required by this regulation:

Blinn College will exercise the ultimate and continuing responsibility for the performance of the functions reflected in the contract.

Blinn College and contracted TEEX-ESTI instructors will meet the qualifications for teaching at the certificate and associate degree levels as required by the THECB and SACS organizations.

Blinn College will employ at least one full-time instructor for the Fire Science Program. Blinn College will consult with the TEEX-ESTI organization before hiring any other full-time or adjunct/part-time instructors. This will include being represented on interview
committees that are established to select and recommend for hire any Fire Science faculty needed.
Blinn College will ensure that the contracted courses or programs will be bound by institutional procedures which meet the standards of regular programs as disclosed fully in the publications of the institution.
Blinn College will use existing systems and resources in the delivery of direct and support services to students and to provide the necessary administrative and reporting capabilities for program and contract accountability.

Purpose
The purpose of this report is to explain the proposed working relationship/contractual agreement between Blinn and TEEX. Specifically, the roles and responsibilities of Blinn College and those of TEEX will be presented as they relate to the certificate and degree programs and course offerings. Additionally presented is how this contractual agreement meets the coordinating board’s requirements for contracting with non-SACS accredited entities.

Degree Program Coordination
This proposed contractual agreement stipulates the use of TEEX expertise and experience to provide recommendations, guidance/direction, and support for an enhanced Fire Science degree program at Blinn College. The overall control and responsibility of the degree program remains with Blinn and will be assigned to Blinn College’s Fire Science Program Director. TEEX will provide dedicated support to assist with the degree program. This responsibility will be assigned to a TEEX Program Director. Specifically, the TEEX Program Director will communicate recommendations and coordinate support for the degree program through the Blinn College Fire Science Program Director. Specific responsibilities for both Blinn College and TEEX are further defined in the following sections.

Recruitment, Counseling, and Admission of Students
Recruitment and counseling activities for Fire Science degree majors will continue to be provided by Blinn College with the assistance of TEEX. Specifically, TEEX will begin to include the Blinn College degree program within its marketing materials to recruit new students. Potential marketing populations include a) currently employed Texas municipal firefighters, b) volunteers firefighters, c) individual seeking employment in a fire department, d) Department of Defense firefighters from around the world, e) contract firefighters in remote locations such as Iraq, and f) industrial fire brigade members seeking either a municipal position or increased promotional opportunities at their facility.
In addition, the TEEX Program Director will provide counseling and advising services on a regular basis during the semester and will attend College-wide efforts.
On the other hand, Blinn College will continue to use its own resources to recruit, counsel and admit students to the Fire Science certificate and degree programs. Along with the regular means for
marketing and advertising the college's programs, the college has recently employed four (4) recruiters to attend community and high school functions with the goal of attracting new targeted populations of persons who would benefit from enrolling at Blinn College. In addition to the Fire Science faculty, advising and counseling services will be provided by the college's Center for Student Development, which employs eight (8) full-time professional advisors.

Development and Evaluation of Curriculum
Blinn College will seek assistance from TEEX to update curriculum to national fire standards. All changes to the curriculum will follow current procedures. TEEX will assist through developing required documentation and proposals for submission to Blinn College's Curriculum Committee, which, in turn, will be submitted to the Texas Higher Education Coordinating Board for approval, if required.
In addition, direction and advice will be regularly sought from the Blinn College Fire Science Advisory Committee to further assure that industry standards are met or exceeded.

Evaluation of Student Progress
Students enrolled in Fire Science courses will be regularly tested for progress using the latest technology-driven means in the classroom setting and by using the state-of-the-art tools, equipment, grounds and facilities available for the hands-on portion of the fire academy curriculum through TEEX-ESTI. At the end of each course, final comprehensive examinations will be administered to Fire Science students as directed by Blinn College's official schedule of final examination dates.

Record Keeping
All students will be enrolled at Blinn College and normal recording keeping procedures will be used. Blinn College's Banner Systems will be used to track and record student enrollment, classroom management, and schedule development functions, which are of importance to students, faculty, advisors, college staff and administrators.

Tuition and Fees
Tuition and/or fee charges, receipts and disbursement of funds, and the refund policy will all follow Blinn College's approved procedures and use its various offices to track, record, and account for any and all student and contract-related transactions associated with the operation of the Fire Science Program. As standard practice, the Blinn College Board of Trustees must approve any new or revised tuition and/or fee charges that may be required to cover the direct and in-direct costs of the instruction and services provided.

Appointment, Supervision, and Evaluation of Faculty
Appointment
According to the Texas Higher Education Coordinating Board's regulations, Blinn College will be responsible for employing the first full-time faculty member for the Fire Science Program.
and, thereafter, will seek input on the hiring recommendation of any additional full-time and
adjunct/part-time instructors from TEEX. All instructors will be approved by Blinn College and
follow all policies and procedures for full-time and/or adjunct/part-time status. At Blinn
College, full-time and adjunct/part-time faculty pay will be determined by using the most current
rates shown in its Administrative Policy Manual, Subject: Faculty Salary Schedule and Selected
Personnel Policies section. The actual placement on that schedule will consider the faculty
member’s educational credentials and years of teaching experience.

In this contractual agreement for instruction, Blinn College will reimburse TEEX-ESTI for any
of their instructors paid for teaching in the Blinn College Fire Science Program up to the
maximum amounts contained in the contractual agreement.

Supervision
Like above, Blinn College will use its existing systems, procedures and resources to provide for the
adequate and proper supervision of all Blinn College Fire Science Program faculty, while
conducting their work on or off the Blinn College campus. At the same time, TEEX-ESTI will be
asked to assist with the supervision and safety of any faculty while they conduct the field portion of
the firefighters academy curriculum. Regular communications between the two organizations’ point
of contacts (POC’s) will be expected to ensure the smooth and efficient operations of the now
enhanced Blinn College Fire Science Program.

Evaluation
Blinn College, with the assistance of TEEX-ESTI, will collect faculty evaluation data and
information and analyze its results on a regular basis. The principle goals of the faculty evaluation
process will be to assess the quality of the instruction delivered, to make appropriate adjustments to
the curriculum, if needed, and to determine the student and employer satisfaction levels with the
Fire Science training provided under this contractual agreement.

Instruction and Learning Resources
In support of the Fire Science Program, Blinn College’s instruction and learning resources include
the recent renovation of the Learning Center/Library to include additional computer-based
technology and reference/Internet capabilities, and the availability of WEBCT, and multi-campus
video conferencing capability for the delivery of distance learning courses and meetings.

On the other hand, TEEX-ESTI will provide Blinn College Fire Science students access to the
nationally recognized Brayton Fire Training Field that includes state-of-the-art firefighter
props, equipment, apparatus, and facilities. In addition, the contractual agreement will provide
access to instructors with world-wide fire protection teaching experience.

Role of Fire Science Program Advisory Committee
The most successful instructional programs have an effective and meaningfully involved program advisory committee. Its members are aware of the latest developments and trends in their field and are willing to commit themselves to providing guidance on curriculum and employment-related issues that support the program and its successful graduates. Blinn College will hold advisory committee meetings on a quarterly basis during the first year of the agreement and on a semester-basis thereafter. TEEX-ESTI officials will serve as full members of the advisory committee to the extent permitted by the committee's by-laws. They will also be allowed to make membership recommendations to the committee to ensure a diverse and representative organization. Lastly, they will be invited to recommend agenda items for consideration, be involved in setting meeting dates, and to fully participate in all discussions and actions taken.

Revised by:
David Rosier
Training Manager, TEEX/ESTI

Nathan Sivils
Director, Fire Science Program, Blinn College

Developed: February 3, 2006
Revised: July 31, 2007
Revised: Aug. 6, 2008
Revised: June 29, 2010
Revised: August 24, 2018