

**MEMORANDUM OF UNDERSTANDING
BETWEEN ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT AND THIRD FUTURE SCHOOLS-TEXAS**

WHEREAS, on or about March 23, 2021 the Ector County Independent School District (the “District”) did enter into that certain Agreement between Ector County ISD and Third Future Schools-Texas, with Third Future Schools-Texas (“Operating Partner”), to be effective July 1, 2021 (the “Agreement”); and

WHEREAS, the parties have determined that certain provisions of the Agreement should be amended;

NOW, THEREFORE, it is agreed as follows:

1. Paragraph 8.2.5 is deleted in its entirety.
2. Addendum 9, entitled “Administrative and Support Services District Individual Service Pricing” is amended to add Dyslexia Services, and the price to be charged by the District to the Operating Partner shall be \$30.00 per enrolled.
3. Addendum 9, entitled “Administrative and Support Services District Individual Service Pricing” is amended to delete Bilingual Education and replace with English as a Second Language (ESL), and the price to be charged by the District to the Operating Partner shall be \$6.00 per enrolled.
4. Paragraph 18.3.1, entitled “Office Equipment Leasing,” is added to the Agreement and reads as follows:

OP agrees to participate in the District’s office equipment leasing program according to the terms of the agreement negotiated between the District and the District’s selected vendor. Leased office equipment, such as photocopy machines, currently present at the School will remain in place to be utilized by the OP. If the OP wishes to add or remove any leased office equipment from the School, the OP shall notify the district in writing. OP agrees to reimburse the District for any costs associated with the procurement, operation, maintenance, and/or removal of any leased office equipment.

5. Paragraph 8.3.9, entitled “Health Services,” is added to the Agreement and reads as follows:

District will provide one or more nurses to the School, commensurate with the then-prevailing District procedures regarding nursing staffing based on current school enrollment data. Any and all nursing staff members assigned to the School shall be hired, evaluated, and compensated according to the then current District hiring guidelines, compensation manual, and human capital regulations and procedures. The District shall be responsible for the direct supervision of health services employees assigned to the school, and OP agrees to notify the District in writing regarding any concerns with health services staff that require supervisory intervention. OP agrees to reimburse the District for all compensation of any and

all health services staff members assigned to the School according to the provisions of Paragraph 13.3 (“Distribution of Funding Allocation”). Charges to OP for health services staff members compensation will be in addition to any “Nursing Services” costs listed in Addendum 9 (“Administrative and Support Services”) of this Agreement.

This Amendment shall be effective the _____ day of _____, 2021.
In all other respects, the Agreement is ratified and confirmed.

WITNESS our signatures on the dates set forth below.

Ector County Independent School District

By: _____

Name: _____

Title: _____

Date: _____

Third Future Schools-Texas

By: _____

Name: _____

Title: _____

Date: _____