

# UNITED INDEPENDENT SCHOOL DISTRICT

## MEMORANDUM OF UNDERSTANDING UNITED INDEPENDENT SCHOOL DISTRICT AND COUNCIL FOR EDUCATIONAL EXCELLENCE (CEE) INSTITUTIONS OF HIGHER EDUCATION COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding ("MOU") is entered into as of the \_\_1st\_\_ day of August, 2014 (the "Effective Date") between the United Independent School District ("ISD"), a Texas independent school district and political subdivision of the State of Texas located at 201 Lindenwood, Laredo, TX, 78045 and Laredo Community College and Texas A & M International University (herein referred to as LCC and TAMIU).

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 and Section 28.014 of the Texas Education Code that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

WHEREAS, the parties have agreed to enter into a collaborative agreement where students who are deemed to not be college ready per House Bill 5, Section 10 and Section 28.014(a) of the Texas Education Code may enroll in a college preparatory course;

WHEREAS, United Independent School District, LCC, and TAMIU jointly recognized an opportunity to create seamless pathways for students to enter into college level work in mathematics and English Language Arts without further remediation;

WHEREAS, per House Bill 5, Section 10 and Section 28.014(b) of the Texas Education Code, college preparatory course must be provided on the campus of the high school offering the course, or through distance learning or an online course provided by LCC or TAMIU;

WHEREAS, per House Bill 5, Section 10 and Section 28.014(c) of the Texas Education Code, appropriate faculty of each United Independent School District high school offering college preparatory courses and appropriate faculty from LCC and TAMIU shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.

NOW, THEREFORE, in consideration of the conditions contained in this MOU, the receipt and sufficiency of which are hereby acknowledged, United ISD, LCC, and TAMIU, intending to be legally bound, agree as follows:

1. Scope of Services. United ISD, LCC, and TAMIU agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this agreement as outlined below in the Support and Services section of this MOU. United ISD, LCC and TAMIU will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. Term. The initial term of this MOU shall begin on August 1, 2014 and continue for a period of one (1) year. Thereafter, LCC and TAMIU may renew this MOU for a one (1) year term by delivering written notice to United ISD. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.
3. Support and Services. United ISD, LCC, and TAMIU agree to the following conditions:
  - A. LCC and TAMIU agree to the following for both the mathematics and English language arts courses:
    - i. To share data and provide feedback regarding student success on applicable entry-level college courses for students who completed college preparatory courses;
    - ii. To recognize and honor course(s) on school district transcripts for up to one year after high school graduation;
    - iii. To ensure that students are advised directly into eligible college level coursework;
    - iv. Pursuant to Section 28.014(f) of the Texas Education Code, a college preparatory course may be offered for dual credit at the discretion of LCC and TAMIU.
  - B. LCC and TAMIU agree to the following for the college preparatory mathematics course:
    - i. To provide the Student Learning Outcomes that are based on the Academic Course Guide Manual;
    - ii. To provide the syllabi for the courses being offered;
    - iii. To determine the final assessments for the courses;
    - iv. To collaborate and provide professional development required to teach the mathematics courses;
  - C. LCC and TAMIU agree to the following for the college preparatory English language arts course:
    - i. To determine the final assessment for the Integrated Reading and Writing course.
    - ii. To provide the Student Learning Outcomes that are based on the Academic Course Guide Manual;
    - iii. To provide evaluative criteria and tools for student work;
    - iv. To provide the syllabi for courses being offered;
    - v. To collaborate and provide professional development required to teach the English Language Arts courses
    - vi. To provide administrative support for TSI testing.
  - D. United ISD agrees to the following for both the mathematics and English language arts courses:
    - i. To provide highly qualified instructors for the courses being taught (Math and ELA Secondary Certification);
    - ii. To identify students who are eligible for the college preparatory course at the end of 11th grade as stated in HB 5 Section 10 and Section 28.014 of the Texas Education Code and the placement guide (Appendix A)
    - iii. To collaborate and provide professional development required to teach the mathematics and English language arts courses;

- iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number for English Language Arts and Mathematics (CP110100, CP111200 respectively)
  - v. To provide syllabi for the courses that are consistent with LCC and TAMIU Student Learning Outcomes;
  - vi. To follow LCC and TAMIU grading criteria;
  - vii. To deny students enrolled in these courses exemptions from final exams in the college preparatory courses;
  - viii. To administer the LCC and TAMIU agreed upon final exam as per discipline and award credit upon agreed criteria;
  - ix. Pursuant to Section 28.014(d) of the Texas Education Code, United ISD shall provide notice to each district student that is not deemed college ready and the student's parent or guardian regarding the benefits of enrolling in a college preparatory course.
  - x. Pursuant to Section 28.014(g) of the Texas Education Code, United ISD, in consultation with LCC and TAMIU, shall develop or purchase instructional materials for a college preparatory course consistent with Chapter 31 of the Texas Education Code. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.
  - xi. Pursuant to Section 28.014(e) of the Texas Education Code, a student who successfully completes a college preparatory English language arts may use the credit earned in the course toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Section 28.025(b-1)(2) of the Texas Education Code.
  - xii. Pursuant to Section 28.014(e) of the Texas Education Code, a student who successfully completes a college preparatory Mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Section 28.025 of the Texas Education Code after completion of the mathematics curriculum requirements for the foundation high school program under Section 28.025(b-1)(2) of the Texas Education Code.
- E. United ISD agrees to the following for the college preparatory mathematics course:
- i. To administer the LCC and TAMIU final exam through My Math Lab and award credit for the college readiness course only if the student's exam and course grade are at least 75% percent. The final exam is a stand-alone and not part of the course grade.
  - ii. To award high school course credit if a student's grade is 70 in the course.
  - iii. To provide and utilize My Math Lab for each student enrolled in the course.
- F. United ISD agrees to the following for the college preparatory English language arts course:
- i. To administer the TSI reading and writing and award credit for the college readiness course only if the student's exam grade is at least: Reading 348, Writing 360, and Essay 4. The TSI exam is a stand-alone and not part of the course grade.
  - ii. To award high school course credit if a student's grade is 70 in the course.
  - iii. To teach and grade the required class essays according to the rubrics provided by LCC and TAMIU.

G. Individual High Schools or School Districts may be approached by LCC and TAMIU with the option of using alternative course designs for the College Preparatory sequence. This will be done with the intent of innovating and ultimately making improvements to the common course design.

4. Non-Compliance. Notwithstanding any provision herein to the contrary, if any party does not comply with any part of this MOU, and the failure to comply is not corrected within ninety (90) calendar days after written notice or by the end of the college preparatory course for that academic term, whichever is shorter, this MOU may be terminated immediately by the non-defaulting party upon written notice.
5. Liability. Neither United ISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by LCC or TAMIU and LCC or TAMIU officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this MOU by LCC or TAMIU and LCC or TAMIU officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors,, or (c) any act, omission, or negligence of LCC or TAMIU, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

Except as may otherwise be provided herein, United ISD makes no express or implied warranties of any kind. To the fullest extent permissible under applicable law, United ISD disclaims all warranties, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, and delays. Except as expressly provided herein or as required by law, under no circumstances shall United ISD be liable for exemplary, special, punitive, consequential, or incidental damages, including, without limitation, lost profits, business revenue, or goodwill due to any cause whatsoever, even if United ISD has been advised of the possibility of such damages.

6. Indemnification and hold harmless

UISD shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TAMIU, its officers, and employees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorney's fees and court costs, to the extent arising out of, connected with, or resulting from any negligent acts or omissions of ISD or any agent, employee, subcontractor, or supplier of ISD in the execution of performance of this MOU. ISD shall coordinate its defense with the Texas attorney general as requested by TAMIU.

This paragraph is not intended to and shall not be construed to require ISD to indemnify or hold harmless the state or TAMIU for any claims or liabilities resulting from the negligent acts or omissions of TAMIU or its employees.

7. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b)

three (3) business days after the date of posting by the U.S. postal service, if mailed or (c) if facsimile or email upon the date of the receipt all such notices or communications shall be addressed as follows:

If to United ISD:

Mr. Roberto J. Santos
Superintendent
201 Lindenwood
Laredo, Texas 78045

If to LCC and TAMIU:

LCC College Designee:
Dr. Vincent Solis, VP for Instruction and Student Support Services
West End Washington Street
Laredo, Texas 78040

TAMIU College Designee:
Dr. Pablo Arenaz, Provost and VP for Academic Affairs
5201 University Boulevard
Laredo, TX, 78041

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

8. Relationship of the Parties. It is understood and agreed that LCC and TAMIU are separate legal entities from United ISD and LCC and TAMIU are not employees, agents, joint ventures, or partners of United ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between United ISD and either the LCC and TAMIU or any employees or agents of LCC and TAMIU.
9. No Waiver of United ISD, LCC, or TAMIU Immunity. The execution of this MOU and the performance by United ISD, LCC, TAMIU, or of any of its obligations hereunder are not, and are not intended to waive or relinquish, and United ISD, LCC, or TAMIU shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to United ISD, LCC, TAMIU, its trustees, officers, employees, or agents under federal or Texas laws.
10. No Third Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.
11. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The

mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Webb County, Texas.

12. Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.
13. Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
14. Interpretation. The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.
15. Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.
16. Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by LCC and TAMIU without the prior written acknowledgment and authorization of United ISD. Any attempted assignment by LCC and TAMIU without United ISD's prior written consent shall be void.
17. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
18. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
19. Counterparts. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Executed this \_\_\_\_\_ day of July , 2014.

**UNITED INDEPENDENT SCHOOL DISTRICT**

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Mr. Roberto J. Santos, Superintendent

## **LAREDO COMMUNITY COLLEGE**

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Dr. Vincent Solis, VP for Instruction and Student Support Services

## **TEXAS A & M INTERNATIONAL UNIVERSITY**

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Dr. Pablo Arenaz, Provost and VP for Academic Affairs

It is the policy of the United Independent School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career Technical Education programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

# APPENDIX A

## HB5 College Readiness Course Placement Guide

To be considered English College Prep Ready a student must have:

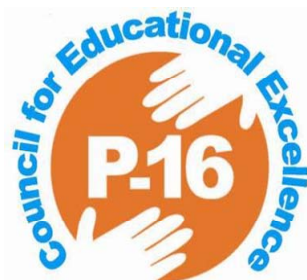
- Passed English I EOC
- Passed English II EOC
- Earned credit for English I, II, III

To be considered Mathematics College Prep Ready a student must have:

- Passed Algebra I EOC
- Earned three Math credits, including Algebra 1 and Geometry

**Students must also meet one of the following assessment scores:**

Assessment	College-Prep Course Eligible
TSI	Math 343-349 Reading 344-350 Writing 353-362, Essay 1-4
EOC Exam	Algebra I $\geq 3500$ English II $\geq 1875$





## Appendix A

### HB5 College Readiness Course Placement Guide

To be considered English College Prep Ready a student must have:

- Passed English I EOC
- Passed English II EOC
- Earned credit for English I, II, III

To be considered Mathematics College Prep Ready a student must have:

- Passed Algebra I EOC
- Earned three Math credits, including Algebra 1 and Geometry

**Students must also meet one of the following assessment scores:**

<b>Assessment</b>	<b>College-Prep Course Eligible</b>
<b>TSI</b>	Math 343-349 Reading 344-350 Writing 353-362, Essay 1-4
<b>EOC Exam</b>	Algebra I $\geq$ 3500 English II $\geq$ 1875
<b>COMPASS</b>	Math 37-38 Reading 79-80 5 Essay and 50-58
<b>THEA</b>	Math 228-229 Reading 228-229 English 200
<b>Accuplacer</b>	Math 61-61 Reading 76-77 English 5 Essay & 70-79

