



**MEMORANDUM OF UNDERSTANDING
TRINITY VALLEY COMMUNITY COLLEGE AND**

Kaufman ISD

**COLLEGE PREPARATORY MATHEMATICS AND
ENGLISH LANGUAGE ARTS
COURSES**

I. Parties

This Memorandum of Understanding (“MOU”) is entered into as of the 30 day of July, 2019 (the “Effective Date”) between Kaufman ISD (“The District”) and Trinity Valley Community College (“TVCC”).

II. Purpose and Background

In accordance with the rules and regulations of Texas Education Code (TEC) Section 28.014, each school district shall partner with at least one institution of higher education to provide guidance and collaboration on the course design process in college preparatory mathematics and English language arts.

The parties have agreed to enter into a collaborative agreement where students at the 12th grade level who do not meet college readiness standards outlined in accordance with Texas Education Code (TEC) Section 51.3062 and Section 39.023 will create seamless pathways for students to enter into college level work in mathematics and English language arts without further remediation.

III. Scope of Services

The District and TVCC agree to collaborate on the course design process for developmental 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. The District and TVCC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

IV. Term

This MOU will become effective on the date the last party executes it, and will remain in effect until either party decides to terminate same. Either party may terminate this MOU without cause by giving the other party notice in writing at least thirty (30) days before the beginning of the first day of the TVCC semester or District semester, whichever is earlier.

V. Support and Services

The District and TVCC agree to the following conditions:

- a. TVCC agrees to the following for both the mathematics and English language arts courses:
 - i. To share data and provide feedback regarding student success on entry-level college mathematics and/or English language arts courses;
 - ii. To train advisors to recognize and honor course(s) on school district transcripts;
 - iii. To ensure that students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;
 - iv. To exempt a student from the TSI content area(s) for a period of twenty-four (24) months from the date of high school graduation with successful completion of the college preparatory course(s) within the respective content area... The exemption will apply only if the student enrolls in the TSI exempted content area college level course during their first semester of enrollment. This TSI exemption applies only at the institution of higher education that partners with the school district (i.e. TVCC for purposes of this agreement) in which the student is enrolled to provide the course.

- b. TVCC agrees to the following for the college preparatory mathematics course:
 - i. Will allow the exemption only under circumstances whereby the college preparatory course final exam is the ACT, ACT-Plan, AP Test, PSAT, SAT, STAAR, TSI, or other nationally recognized norm-referenced assessment. The assessment cost is the responsibility of the student and/or district;
 - ii. To provide the Student Learning Outcomes for the course;
 - iii. To provide dual credit or concurrent options in MATH 1332 Contemporary Math, MATH 1314 College Algebra or MATH 1342 Elementary Statistical Methods for the spring semester;

- c. TVCC agrees to the following for the college preparatory English language arts course:
 - i. Will allow the exemption only under circumstances whereby the college preparatory course final exam is the ACT, ACT-Plan, AP Test, PSAT, SAT, STAAR, TSI, or other nationally recognized norm-referenced assessment. The assessment cost is the responsibility of the student and/or district;
 - ii. To provide the Student Learning Outcomes for the course;

- iii. To provide dual credit or concurrent options in POFT 1301 Business English, ENGL 2311 Technical Writing or HUMA 1301 Introduction to Humanities for the spring semester;
- d. The District agrees to the following for both the mathematics and English language arts courses;
- i. To provide highly qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready as stated in TEC Sec. 28.014.
 - iii. To provide a notice to each student to whom (ii) applies and the student's parent or guardian regarding the benefits of enrolling in a course under this section;
 - iv. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - v. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
 - vi. To provide curriculum for the course that is aligned with College and Career Readiness (CCR) standards and consistent with TVCC Student Learning Outcomes;
 - vii. To follow The District Grading Expectations;
 - viii. To deny students enrolled in these courses exemptions from TVCC final exams;
 - ix. To provide assistance with college enrollment and financial aid applications;
 - x. To certify successful completion of the final exam by providing TVCC with the TVCC College Preparatory Credit Form, a copy of the graded final exam, and the high school transcript noting successful completion of the college preparatory course with a grade of 70 or above.
- e. The District agrees to the following for the college preparatory mathematics course:
- i. To administer the final exam (ACT, ACT-Plan, AP Test, PSAT, SAT, STAAR, TSI, or nationally recognized norm-referenced assessment) and award credit for the course only if the student's grade is at least 70 percent;
 - ii. To provide and utilize any mathematics curriculum for each student enrolled in the course;
 - iii. If the student passes the college preparatory mathematics final exam, the student is deemed TSI complete in mathematics with TVCC;
 - iv. On or before 24 months of passing the college preparatory final exam, submit the official passing final exam scores and completed TVCC documentation of all students deemed TSI complete in mathematics via (iii.) to the TVCC Office of the Registrar for processing.
 - v. To provide opportunity for the students to complete their math credit, utilizing MATH 1332 Contemporary Math, MATH 1314 College Algebra or MATH 1342 Elementary Statistical Methods in the spring semester. Successful completion of the dual credit course deems the student TSI complete in math, and student can transfer to other colleges.

- f. The District agrees to the following for the college preparatory English language arts course:
- i. To administer the final exam (ACT, ACT-Plan, AP Test, PSAT, SAT, STAAR, TSI, or nationally recognized norm-referenced assessment) and award credit for the course only if the student's grade is at least 70 percent;
 - ii. To provide and utilize any reading/writing curriculum for each student enrolled in the course;
 - iii. If the student passes the college preparatory English language arts final exam, the student is deemed TSI complete in reading and writing with TVCC;
 - iv. On or before 24 months of passing the college preparatory final exam, submit the official passing final exam scores and completed TVCC documentation of all students deemed TSI complete in reading and writing via (iii.) to the TVCC Office of the Registrar for processing;
 - v. To provide opportunity for the students to complete their 4th year English credit, utilizing POFT 1301 Business English, ENGL 2311 Technical Writing or HUMA 1301 Introduction to Humanities in the spring semester. Successful completion of the dual credit course deems the student TSI complete in reading and writing, and student can transfer to other colleges.

VI. Recommended Resources:

- a. TASA on iTunes U: HB 5 College Prep Course: The Texas Association of School Administrators (TASA) announces the expansion of digital resources in TASA on iTunes U® to now include content that school districts may use to satisfy the college preparatory course requirements in House Bill 5. Building upon the existing resources available in TASA on iTunes U®, TASA engaged experienced teachers, content specialists, and higher education faculty to create a collection of digital resources that are aligned with the Texas College and Career Readiness Standards and the TEKS. Districts can rely on this vetted compilation of interactive, online content to develop—in consultation with their higher education partner—their own college preparatory courses in responding to this HB 5 requirement.
<https://itunes.apple.com/us/course/hb-5-college-preparatory-english/id875538889>
- b. Southern Regional Educational Board: Literacy Ready: SREB developed two readiness courses, one in mathematics and one in disciplinary literacy called Math Ready and Literacy Ready, to help underprepared students reach college- and career-readiness benchmarks before high school graduation. The courses—aligned to Texas standards and free of charge—are now available in digital form in TASA on iTunes U and comprehensive PDF versions on our website (at right). The comprehensive PDF versions of the readiness courses are also available for download on SREB's website.
<http://www.tasanet.org//site/default.aspx?PageID=578>
- c. College Readiness Assignments for Texas: College Readiness Assignments for Texas (CRAFT) is a project based at The University of Texas at Austin and is supported by a

generous grant from the Texas Higher Education Coordinating Board (THECB). As part of the CRAFT project, high school and college educators collaborated to develop College Readiness Assignments (CRAs) aligned to the Texas College and Career Readiness Standards (CCRS). <http://craftx.org/>

- d. ACC College Readiness and the Texas Success Initiative Resource Website:
<http://www.austincc.edu/collegeconnection/educators/tsi.php>
- e. Teach 21: College Readiness English 12 Course, West Virginia Department of Education:
<https://wvde.state.wv.us/teach21/English12CR.html>
- f. Texas Performance Standards Project:
<http://www.texaspsp.org/>

VII. Indemnity and Liability

1. To the extent allowed by law, the District does hereby agree to defend, indemnify, and hold harmless TVCC, its board of trustees, agents, employees, and representatives, from and against any and all causes of action, claims, liabilities, debts, or judgments arising from or related to: (1) the actions or omissions of District instructors provided under this Agreement; or (2) the actions or omissions of any employee, agent, instructor, or anyone else acting on behalf of the District in the performance of this Agreement.
2. To the extent allowed by law, and without waiving any applicable defenses, including governmental immunity, TVCC does hereby agree to defend, indemnify, and hold harmless the District, its board of trustees, agents, employees, and representatives, from and against any and all causes of action, claims, liabilities, debts, or judgments arising from or related to: (1) the actions or omissions of TVCC instructors provided under this Agreement; or (2) the actions or omissions of any employee, agent, instructor, or anyone else acting on behalf of TVCC in the performance of this Agreement. The foregoing indemnification obligation shall not apply to TVCC to the extent Texas law restricts or prohibits TVCC from indemnifying third parties.
3. The District expressly assumes all liability related to or arising from the acts and/or omissions of its employees, contractors, agents, or representatives related to this Agreement or the dual credit program.

VIII. Miscellaneous

- a. It is understood and agreed that TVCC is a separate legal entity from The District and TVCC is not an employee, agent, joint venture, or partner of The District. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between The District and either TVCC or any employee or agent of TVCC.

- b. Nothing herein shall waive the parties' immunity to suit or liability as established by applicable law.
- c. 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.
- d. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this MOU shall be in Henderson County, Texas.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by TVCC without the prior written acknowledgment and authorization of The District. Any attempted assignment by TVCC without The District's prior written consent shall be void.
- j. 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.
- k. 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.

- l. 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.
- m. The district certifies that it does not boycott Israel and will not boycott Israel during the term of this agreement pursuant to Section 2270.001 of Texas Government Code.
- n. The district certifies that it is not identified on the Texas Comptrollers' list of scrutinized companies doing business with Sudan or Iran or list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization pursuant to Texas Government Code 2252.152.

KAUFMAN INDEPENDENT SCHOOL DISTRICT

L. Playlock, Ed.D.
Superintendent

7/30/2019
Date

TRINITY VALLEY COMMUNITY COLLEGE

Jerry King
Dr. Jerry King
President
Trinity Valley Community College

8/30/19
Date