



**MEMORANDUM OF UNDERSTANDING  
COLLIN COLLEGE AND INDEPENDENT SCHOOL DISTRICTS (LISTED)  
COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES**

This Memorandum of Understanding (MOU) is entered into between Collin College and the independent school districts and charter schools listed below who elect to participate in college preparatory courses and/or the Texas College Bridge Program:

Allen ISD	Lewisville ISD
Anna ISD	Lovejoy ISD
Blue Ridge ISD	McKinney ISD
Celina ISD	Melissa ISD
Community ISD	Plano ISD
Cornerstone Christian Academy	Princeton ISD
Farmersville ISD	Prosper ISD
Frisco ISD	Rockwall ISD
Leadership Prep School	Wylie ISD

WHEREAS, The State of Texas mandated via TEC Sec. 28.014 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, Collin College and the independent school districts and charter schools 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;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collin College and the above listed school districts and charter schools, intending to be legally bound, agree as follows:

1. Scope of Services. Collin College and the independent school districts agree to collaborate to develop and maintain 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. Develop, for this purpose may include roles of providing input to the course design, writing the course, writing the course assessment, reviewing course modules and providing input, or communicating course information. This MOU provides for reciprocal actions between the parties designated herein.
2. Term. The initial term of this MOU shall begin on July 12, 2021 and continue for a period of three (3) years. Any party may terminate its membership in 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. Parties agree to the following conditions:
  - a. Collin College agrees to the following for both the mathematics and English language arts courses:
    - i. Provide input, write, review of course outcomes, syllabi, exams, and other program elements
    - ii. To advise school districts and charter schools on instructional resources

- iii. To share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
  - iv. To continually collaborate with school districts and charter schools to maintain the integrity and evaluate the effectiveness of the program;
  - v. To train advisors to recognize and honor course(s) on school district transcripts;
  - vi. 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;
  - vii. Exempt students from TSI for 2 years after date of high school graduation due to successful completion of the course in the local school district which is a party to this agreement in accordance with TEC 51.338.
- b. Independent school districts and charter schools agree to the following for both the college preparatory mathematics and English language arts courses:
- i. To identify students who are not college ready as stated in TEC Section 28.014;
  - ii. To provide highly qualified instructors for the courses being taught;
  - iii. To provide rigorous aligned instructional lessons aligned to the course frameworks provided and to implement the standards with fidelity and to ensure instructors collaborate with Collin College to verify the rigor of the courses;
  - iv. To utilize Collin College for advice on instructional resources for a course developed under this section consistent with TEC Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.
  - v. To provide professional development and resources required to teach the mathematics and English language arts courses;
  - vi. To follow local grading procedures for determining successful completion;
  - vii. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
  - viii. To provide assistance with college enrollment and financial aid applications.
  - ix. If you participate in the Texas College Bridge Program, students will be supported by school district personnel trained to help guide students to demonstrate agreed upon learning outcomes. The Parties agree to use the college readiness systems provided by Ed Ready (NROC), along with assessments, to provide students with a personalized intervention plan through the agreed upon intervention tools provided by Ed Ready. Each Party will be responsible for securing its own contractual arrangements and services from Ed Ready necessary to facilitate their performance under this MOU.

4. No Exchange of Funds or Compensation. There will be no exchange of funds or fees between Parties unless otherwise agreed by the Parties in writing. Each Party will arrange for funding to discharge its respective responsibilities. The ability of the Parties to carry out their responsibilities under this MOU is subject to their respective funding procedures and the availability of appropriated and/or allocated funds. Should a Party encounter budgetary constraints in the course of its performance of this MOU that may affect the activities to be carried out under this MOU, that Party will notify and consult with the other Party(ies) in a timely manner.
5. FERPA.
  - a. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, the educational records of students (“Educational Records”) protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), each Party designates the other as a “School Official” with “Legitimate Educational Interests” in; and the Parties acknowledge and agree that for the purposes of this MOU, it will be designated as a “School Official” with “Legitimate Educational Interests” in such Educational Records. As a “School Official” with “Legitimate Educational Interests,” as those terms have been interpreted by the U.S. Department of Education under FERPA, the Parties agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99(a) on School Officials. The Parties further agrees to maintain such Educational Records in accordance with the requirements of FERPA. The Parties agree to regard all Educational Records as confidential and shall not disclose such Educational Records to any third party, except as permitted or required by this MOU, required by law, or as otherwise authorize by the Parties, as appropriate, in writing.
  - b. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, personally identifiable student information (“PII”) from an Educational Record, each Party agrees to comply with all provisions of FERPA and Texas law as they apply to PII, and to use such PII pursuant to this MOU and in compliance with the terms and conditions of this MOU and only for such purposes as may be authorized in this MOU. As used in this Section, PII means that student information identified as such in FERPA 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. Only authorized officers and employees of the Parties with a legitimate interest in PII as delineated by the parameters of this MOU shall view and have access to PII information. The Parties understand that PII from Educational Records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Parties shall not redisclose PII in any way that causes a breach in confidentiality.
6. Non-Compliance. Notwithstanding any provision herein to the contrary, if either set of parties does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice this MOU may be terminated immediately upon written notice from either party.

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. All such notices or communications shall be addressed to the ISD District Office and to:

Associate Dean of P-12 Partnerships  
Collin College  
2550 Bending Branch Way  
Suite A004  
Allen, TX 75013

8. 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 law's provisions. The venue shall be Collin County, Texas.

9. Amendment and Modification. No modification, amendment or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.

10. Counterparts. This MOU may be signed in any number of separate counterparts, no one of which need contain all of the signatures of the Parties, and as many of such counterparts as shall together contain all of the signatures of the Parties shall be deemed to constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

11. Signatory Approval. The undersigned Parties represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized. By signing this MOU, each Party binds themselves to the faithful performance of their respective obligation set forth herein. It is mutually understood that this MOU becomes effective between the Parties on the Effective Date set forth above.

*Dr. John Villarreal*  
[Dr. John Villarreal \(Sep 13, 2022 15:23 CDT\)](#)

Dr. John Villarreal, Superintendent  
Rockwall Independent School District

Sep 13, 2022

Date

*Neil Matkin*  
[Neil Matkin \(Aug 4, 2021 17:09 CDT\)](#)

Dr. H. Neil Matkin, District President  
Collin County Community College District

Aug 4, 2021

Date