

MEMORANDUM OF UNDERSTANDING
College Preparatory Mathematics & English Language Arts
Region One ISDs / Charter Schools - RGV IHEs - Region One ESC
(“MOU”)

Section 1 Parties & Effective Date

This MOU is executed by the Mercedes ISD
[Name of School District/Charter School] (“District”), the Rio Grande Valley Institutions of Higher Education listed below (“RGV IHEs”), and Region One Education Service Center (“ESC”). It becomes effective on the date it is last signed (the “Effective Date”). The Parties intend to begin offering the courses with the 2025-2026 academic year.

Section 2 Term & Renewal

Initial term: five (5) years from the Effective Date. One additional five-year renewal is available by written amendment signed at least sixty (60) calendar days before the current term ends. Any Party may terminate without cause on thirty (30) calendar days’ written notice.

Section 3 Program Development and Data Sharing Commitments

- 3.1 RGV IHE Duties (apply to both Mathematics and English Language Arts Courses)
- (a) Share aggregate, de-identified data and narrative feedback on the success of students who completed a College-Preparatory course and later enrolled in credit-bearing entry-level coursework.
 - (b) Honor the completion of a College-Preparatory course appearing on an official high-school transcript as evidence of readiness for up to twenty-four (24) months after high-school graduation.
 - (c) Advise students on placement into college-level coursework that aligns with their academic plans.
- 3.2 RGV IHE Duties—Mathematics
- (a) Develop Student Learning Outcomes.
 - (b) Develop a master syllabus (or aligned master syllabi).
 - (c) Develop a common final assessment.
- 3.3 RGV IHE Duties—English Language Arts
- (a) Develop Student Learning Outcomes.
 - (b) Develop a master syllabus (or aligned master syllabi).
 - (c) Develop evaluative criteria and rubrics for formative and summative coursework.
 - (d) Develop a common final assessment for the Integrated Reading & Writing course.
- 3.4 Region One Education Service Center (ESC) Duties
- (a) Coordinate all professional-development logistics.
 - (b) Design and deliver professional development that supports pedagogy and college-readiness instruction.
 - (c) Monitor this MOU’s requirements and the fidelity of instructional implementation.
 - (d) Provide instructional coaching upon request.

- (e) Collaborate with RGV IHEs and participating Districts to track longitudinal data on College-Preparatory students and their first-year performance in college-level Mathematics and English courses.

3.5 [District/Charter] Duties—both Courses

- (a) Provide highly qualified instructors (secondary Mathematics or ELAR certification; Mathematics instructors must have Algebra I experience).
- (b) Ensure all instructors attend the required training provided by RGV IHEs and the ESC and submit all documentation, including individual student portfolios, as requested.
- (c) Enroll only twelfth-grade students who are on track to graduate and who have passed the Algebra I, English I, and English II End-of-Course exams.
- (d) Furnish to the ESC and RGV IHEs timely data on student eligibility, enrollment, course completion, non-completion and reasons therefore, campus and instructor participation, and any other metrics that the advisory committee requests under this MOU.
- (e) Designate (i) at least one District representative to the College-Preparatory Course Advisory Committee and (ii) at least one campus administrator to oversee daily implementation.
- (f) Notify parents and students of the benefits of enrollment and provide an “opt-out” opportunity.
- (g) Provide any local professional development and instructional resources needed to teach the courses.
- (h) Record successful completion on the student transcript using the following PEIMS numbers:
 - CPC ELA – ESC Region 01 – CP110109
 - CPC Mathematics – ESC Region 01 – CP111209
- (i) Align local curriculum to the RGV IHE-approved Student Learning Outcomes.
- (j) Prohibit any exemption from the College-Preparatory course final exam.
- (k) Administer the RGV IHE final assessment, weighted at no less than thirty percent (30 %) of the final course grade.
- (l) Award course credit and certify readiness only to students who earn an overall course grade of 70 % or higher.

3.6 [District/Charter] Additional Mathematics-Specific Duties

- (a) Use the math resources supplied by the RGV IHEs for every enrolled student.
- (b) Record the fall semester as MATH A (CP111209) and the spring semester as MATH B (CP111209) on the student transcript.

3.7 [District/Charter] Additional English Language Arts-Specific Duties

- Teach and score all required writing assignments in accordance with assessment practices provided through RGV IHE professional development.

3.8 Innovative Pilots

- Individual Districts or campuses may, with ESC and RGV IHE approval, implement alternative course designs as pilots for continuous improvement.

3.9 High-School Program Credit

- (a) A student who successfully completes the College-Preparatory English Language Arts course may apply that credit toward the Advanced ELAR requirement of the Foundation High-School Program (Texas Education Code § 28.025(b-1)(1)) at the District’s discretion under local policy.
- (b) A student who successfully completes the College-Preparatory Mathematics course may apply that credit toward the Advanced Mathematics requirement of the Foundation High-School Program at the District’s discretion under local policy.

3.10 Intellectual Property; Costs; Force Majeure

- (a) New curriculum, assessments, and courseware jointly developed under this MOU (“New IP”) are jointly owned; each developing party receives a perpetual, royalty-free, non-exclusive license for non-commercial educational use.
- (b) Unless expressly stated otherwise in an amendment, each Party bears its own costs and may not obligate another Party’s funds without prior written approval.
- (c) A Party is excused from performance while its obligations are delayed by causes beyond its reasonable control (e.g., natural disaster, war, epidemic, governmental order) if it provides prompt notice and diligently seeks to resume performance.

Section 4 Record Retention & Audit Access

- 1. Maintain Records for seven (7) fiscal years after (a) final payment, (b) MOU termination/expiration, or (c) final resolution of any claim/audit.
- 2. Texas State Auditor’s Office, U.S. Department of Education, UT System, ESC auditors, or District auditors may inspect and copy Records upon reasonable notice during normal business hours.
- 3. Electronic Records must be preserved in an accessible format.
- 4. Confidential Records must be handled in compliance with FERPA and the Texas Public Information Act.
- 5. Obligations survive termination.

Section 5 Liability; Immunity; No Third-Party Beneficiaries

Each Party is liable only for its own acts or omissions; sovereign/governmental immunity is retained; the MOU creates no third-party rights.

Section 6 Data Privacy & Security

(FERPA definitions, NIST SP 800-171 Moderate safeguards, 48-hour breach notice, 30-day return/destruction of Education Records.)

Section 7 Relationship of the Parties

The Parties are independent; no joint venture, partnership, or agency is created.

Section 8 Force Majeure

As in MOA Article XIV.

Section 9 Costs

Each Party bears its own costs unless otherwise agreed in writing.

Section 10 Entire Agreement; Amendments; Assignment; Waiver; Severability; Captions; Counterparts; Regulatory Note; Conflict-of-Interest Waiver

Executed this 16th day of October, 20 2025

Alicia Noyola

Superintendent

Guy Bailey

Dr. Guy Bailey, President
University of Texas Rio Grande Valley

Dr. Ricardo J. Solis

Dr. Ricardo J. Solis (Aug 19, 2025 13:59:12 CDT)

Dr. Ricardo Solis, President
South Texas College

Gina Cano-Monreal

Gina Cano-Monreal (Aug 12, 2025 13:12:20 CDT)

Gina Cano-Monreal, Provost
Texas State Technical College in Harlingen

Jesús Rodríguez

Jesús Rodríguez (Oct 8, 2025 20:18:53 CDT)

Dr. Jesús Roberto Rodríguez, President
Texas Southmost College

D. King

Daniel King (Oct 9, 2025 17:32:37 CDT)

Dr. Daniel King
Executive Director
Region One Education Service Center

Oct 9, 2025