MEMORANDUM OF UNDERSTANDING
TRINITY INDEPENDENT SCHOOL DISTRICT AND ANGELINA COLLEGE
COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding ("AGREEMENT") is entered into as of the 23rd day of August, 2021 (the "Effective Date") between the Trinity Independent School District ("ISD"), a Texas independent school district and Angelina College ("AC"), a community college system located at 3500 South First (Hwy 59 South), Lufkin, TX 75904.

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 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 at the 12th grade level who are deemed to not be college ready per House Bill 10, Section 10;

WHEREAS, Trinity Independent School District and Angelina College 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 AGREEMENT, ISD and AC, agree as follows:

1. Scope of Services. ISD and AC 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 AGREEMENT. ISD and AC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. Term. The initial term of this AGREEMENT shall begin on August 23rd, 2021 and continue for a period of three years. Thereafter, AC may renew this AGREEMENT for two (2) consecutive one (1) year terms by delivering written notice to ISD. The initial term and any renewal term(s) are collectively referred to in this AGREEMENT as "Term." Either party may terminate this AGREEMENT, 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. ISD and AC agree to the following conditions:

   A. AC 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 English language arts courses;

      ii. To train advisors to recognize and honor course(s) on school district transcripts;

B. AC agrees to the following for the college preparatory mathematics course:
   i. To provide the Student Learning Outcomes;
   ii. To provide syllabi for the courses being offered;
   iii. To provide the departmental final exams for the courses;

C. AC agrees to the following for the college preparatory English language arts course:
   i. To provide the syllabus for the Integrated Reading and Writing (INRW 0320) course;
   ii. To provide the final exam for the reading portion of the Integrated Reading and Writing (INRW 0320) course;
   iii. To provide the types of essays required (expository, persuasive, and critical analysis) and the rubrics for grading those essays;
   iv. To provide the Student Learning Outcomes for INRW 0320;

D. AC agrees to honor exit grade for college readiness for one (2) years after high school graduation.

E. 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;
   ii. To identify students who are not college ready as stated in HB 5;
   iii. To provide professional development and resources 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;
   v. To provide curriculum for the course that is consistent with AC Student Learning Outcomes;
   vi. To follow the ISD Grading Expectations;
   vii. To provide assistance with college enrollment and financial aid applications;

F. ISD agrees to the following for the college preparatory mathematics course:
   i. To administer mathematics TSI at the end of the course; and
   ii. To administer the AC final exam with a grade greater than 60% only in the event students do not master the TSI;
   iii. To ensure college readiness, the student's grade for the course must be at least a 75;
   iv. The first 9 weeks will correspond to Math 0320/0325 and the second 9 weeks will correspond to Math 0330;

G. ISD agrees to the following for the college preparatory English language arts course:
   i. To administer the reading and writing TSI at the end of the course; and
   ii. To administer the AC final exam with a grade greater than 60% only in the event students do not master the TSI;

iii. To teach and grade the required essays according to the rubrics provided by AC (T.E.A. Rubrics for Expository, Persuasive, and Literary Analysis) with a score of 3 on each assigned essay; and

iv. To ensure college readiness, the student's grade for the course must be at least 75.

4. Non-Compliance. Notwithstanding any provision herein to the contrary, if either party does not comply with any part of this AGREEMENT, and the failure to comply is not corrected within thirty (30) calendar days after written notice, this AGREEMENT may be terminated immediately upon written notice.

5. MUTUAL INDEMNIFICATION. Each Party agrees, to the extent allowed by law, to indemnify, defend and hold harmless the other Party and its Affiliates, and their directors, officers, employees, agents, successors and assigns against all liabilities, losses, damages and costs (including reasonable attorneys' fees) they may suffer as the result of Third Party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable Laws in connection with the exercise of any of its rights or the performance.

6. 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. All such notices or communications shall be addressed as follows:

If to ISD: Dr. John Kaufman
Superintendent

If to AC: Dr. Michael Simon
President

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.

7. Relationship of the Parties. Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the parties. Neither party shall have no authority to bind or represent the other.

8. No Waiver of Immunity. The execution of this Agreement and performance of any of its obligations hereunder are not, and are not intended to, waive or relinquish any governmental, sovereign immunity or defense from or to liability or prosecution available to either party, its trustees, officers, employees, or agents under federal or Texas laws.

9. No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10. Governing Law and Venue. The laws of the State of Texas shall be used in interpreting this Agreement and in determining the rights of the parties under it. Venue of any action involving this Agreement shall be in Angelina County, Texas. Personal service either within or outside the State of Texas shall be sufficient to give personal jurisdiction to any court in which the action is filed for litigation of rights under this Agreement.

11. Merger. This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

12. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

13. Interpretation. The parties agree that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

14. Amendment, Alteration, or Modification. No amendment, alteration, or modification shall be effective until it is approved by the governing boards of the parties or authorized representative, reduced to writing and signed by an authorized representative of both parties.

15. Assignment. Neither party may assign any of its rights under this agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other party. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party. Any purported assignment of rights or delegation of performance in violation of this section is void.

16. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts

to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of 60 days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences the Parties agree to try in good faith to settle the dispute through mediation.

[*Signature page for the College Preparatory (HB5) MOU*]

EXECUTED BY THE PARTIES as of the Effective Date of August 23, 2021

ANGELINA COLLEGE DISTRICT

By Michael Simon
Michael Simon (Aug 9, 2021 11:44 CDT)

Michael Simon, Ed.D.

Date Aug 9, 2021

INDEPENDENT SCHOOL DISTRICT

By _____

District President/CEO Superintendent

Date 2 Aug 21

Trinity ISD MOU 21-22

Final Audit Report 2021-08-09

Created:	2021-08-05
By:	Sarah Alvis (salvis@angelina.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWPU0SMQOpKaMs0fJr807KCny9zOgArOb

"Trinity ISD MOU 21-22" History

Document created by Sarah Alvis (salvis@angelina.edu)
2021-08-05 - 7:39:52 PM GMT- IP address: 209.34.17.62

Document emailed to Michael Simon (msimon@angelina.edu) for signature
2021-08-05 - 7:40:21 PM GMT

Email viewed by Michael Simon (msimon@angelina.edu)
2021-08-05 - 8:26:06 PM GMT- IP address: 74.125.214.57

Email viewed by Michael Simon (msimon@angelina.edu)
2021-08-09 - 4:44:07 PM GMT- IP address: 74.125.214.61

Document e-signed by Michael Simon (msimon@angelina.edu)
Signature Date: 2021-08-09 - 4:44:41 PM GMT - Time Source: server- IP address: 209.34.17.59

Agreement completed.
2021-08-09 - 4:44:41 PM GMT