

INDEPENDENT SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING
INDEPENDENT SCHOOL DISTRICT AND
RIO GRANDE VALLEY INSTITUTIONS OF HIGHER EDUCATION
COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding (MOU) is entered into as of the 22nd day of August, 2014 (the Effective Date) between the [REDACTED] Independent School District (ISD), a Texas independent school district located at [REDACTED], and the University of Texas Pan-American, the University of Texas at Brownsville, South Texas College, Texas State Technical College-Harlingen, and Texas Southmost College (herein referred to as Rio Grande Valley Institutions of Higher Education [RGV IHEs]).

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 regarding students who are deemed to not be college ready per House Bill 5, Section 10;

WHEREAS, [REDACTED] Independent School District and RGV IHEs 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 conditions contained in this MOU, the receipt and sufficiency of which are hereby acknowledged, [REDACTED] ISD and the RGV IHEs, agree as follows:

1. Scope of Services. [REDACTED] ISD and the RGV IHE's 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. [REDACTED] ISD and the RGV IHE's 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 three years. Thereafter, the RGV IHEs may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to [REDACTED] 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. [REDACTED] ISD and the RGV IHEs agree to the following conditions:
- A. The RGV IHEs 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 complete college preparatory courses-as defined in this MOU;
 - ii. To recognize and honor course(s) on school district transcripts for up to one year after high school graduation;
 - iii. To provide advisement for students into eligible college level coursework;
 - B. The RGV IHEs agree to the following for the college preparatory mathematics course:
 - i. To develop the Student Learning Outcomes;
 - ii. To develop the master syllabi for the courses being offered;
 - iii. To develop the final assessments for the math courses;
 - C. The RGV IHEs agree to the following for the college preparatory English language arts course:
 - i. To develop the Student Learning Outcomes;
 - ii. To develop the master syllabi for the courses being offered;
 - iii. To develop evaluative criteria and tools for student work;
 - iv. To develop the final assessment(s) for the Integrated Reading and Writing course
 - D. [REDACTED] 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 include only those students on track to meeting high school graduation requirements as measured by End of Course exams (EOCs);
 - iii. To notify parents and students of the benefits of enrolling in the college prep course (s);
 - iv. To provide students with the option of opting out of the college prep course (s);
 - v. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - vi. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number: English Language Arts – CP110100; Mathematics – CP111200;
 - vii. To provide curriculum for the course that is consistent with the RGV IHE’s Student Learning Outcomes;
 - viii. To deny students enrolled in these courses exemptions from final exams in the college preparatory courses as defined in this MOU;
 - ix. To administer the RGV IHEs’ final assessment(s) and award credit for the course only if the student’s exam grade is at least 70 percent;

- x. To accept completion of the college preparatory course(s) and demonstration of readiness, by the RGV IHEs, the student's grade for the course must be at least 70 and a minimum of a 70 on the final assessment;
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- E. [REDACTED] ISD agrees to the following for the college preparatory mathematics course:
 - i. To provide and utilize online math resources for each student enrolled in the course;
 - ii. The fall (A) semester on the student transcript will correspond to MATH A CP111200 and the spring semester (B) will correspond to MATH B CP111200;
 - F. [REDACTED] ISD agrees to the following for the college preparatory English language arts course:
 - i. To teach and grade the required essays according to the professional development provided by the RGV IHEs.
 - G. Individual High Schools or School Districts may be approached by the RGV IHEs 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 the RGV IHEs do not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from [REDACTED] ISD, this MOU may be terminated immediately upon written notice from [REDACTED] ISD in [REDACTED] ISD's sole discretion.
5. Liability. Neither [REDACTED] ISD nor 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 the RGV IHEs and the RGV IHEs officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this MOU, or (c) any act, omission, or negligence of the RGV IHEs', or any of its officers', agents', employees, contractors, invitees, licensees, volunteers, participants or visitors.

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, [REDACTED] ISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, [REDACTED] 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 [REDACTED] 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
[REDACTED] ISD HAS BEEN ADVISED OF THE POSSIBILITY
OF SUCH DAMAGES.

6. Indemnity. TO THE EXENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, [REDACTED] ISD AND THE RGV IHEs AGREE THAT EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS [REDACTED] ISD AND [REDACTED] ISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, ARISING OUT OF, ANY ACTS OF THE INDEMNIFYING PARTY, AND/OR THE INDEMNIFYING PARTY'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. Each party's obligations under this clause shall survive termination or expiration of this MOU.

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 as follows:

If to _____ ISD: _____
Superintendent
_____ ISD
Address: _____

If to the RGV IHE's:

Dr. Julieta Garcia
President
The University of Texas at Brownsville
One West University Boulevard
Brownsville, Texas 78520

Dr. Robert Nelson
President
The University of Texas Pan American
1201 W. University Drive
Edinburg, Texas 78539

Dr. Shirley Reed
President
South Texas College
3201 W. Pecan Boulevard
McAllen, Texas 78501

Dr. Stella Garcia
President
Texas State Technical College
1902 North Loop 499
Harlingen, Texas 78550

Dr. Lily Tercero
President
Texas Southmost College
80 Fort Brown
Brownsville, Texas 78520

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 the RGV IHEs are separate legal entities from _____ ISD and the RGV IHEs are not employees, agents, joint ventures, or partners of _____ ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing

the relationship of employer and employee between [REDACTED] ISD and either the RGV IHEs or any employees or agents of the RGV IHEs.

9. No Waiver of [REDACTED] ISD's or IHEs' Immunity. The execution of this MOU and the performance by [REDACTED] ISD and/or the IHEs of any of its obligations hereunder are not, and are not intended to waive or relinquish, and [REDACTED] ISD and/or the IHEs shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to [REDACTED] ISD, 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 Starr, Hidalgo, Willacy, and Cameron Counties, 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 the RGV IHEs without the prior written acknowledgment and authorization of [REDACTED] ISD. Any attempted assignment by the RGV IHEs without [REDACTED] 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 22nd day of August, 2014.

Superintendent

[REDACTED] INDEPENDENT SCHOOL DISTRICT

Dr. Julieta Garcia, President

THE UNIVERSITY OF TEXAS BROWNSVILLE

Dr. Havidan Rodriguez, President Ad Interim

THE UNIVERSITY OF TEXAS—PAN AMERICAN

Dr. Shirley Reed, President

SOUTH TEXAS COLLEGE

Dr. Stella Garcia, President

TEXAS STATE TECHNICAL COLLEGE

Dr. Lily Tercero

TEXAS SOUTHMOST COLLEGE

It is the policy of the **[REDACTED]** 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.