

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

BUCKHOLTS INDEPENDENT SCHOOL DISTRICT

AND

TEMPLE COLLEGE

This Memorandum of Understanding ("MOU") is entered into as of the First day of August, 2021 (the "Effective Date") between the Buckholts Independent School District ("ISD"), a Texas independent school district located at 203 S. 10th St., Buckholts, TX 76518, and Temple College ("TC"), a community college system located at 2600 South First Street, Temple, TX 76504.

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 in the independent school district who are deemed to not be college ready per House Bill 5, Section 10;

WHEREAS, Buckholts Independent School District (BISD) and Temple College (TC) 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, BISD and TC, intending to be legally bound, agree as follows:

1. **Scope of Services.** BISD and TC 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. BISD and TC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.
2. **Term.** The initial term of the MOU shall begin on the 1st of August, 2021 and continue for a period of three years. Thereafter, TC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to BISD. 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**. BISD and TC agree to the following conditions:

- A. TC 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;
 - 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;
- B. TC agrees to the following for the college preparatory mathematics course:
 - i. To provide the Student Learning Outcomes;
 - ii. To provide the syllabi for the courses being offered;
 - iii. To provide the departmental final exams for the courses;
- C. TC agrees to the following for the college preparatory English language arts course:
 - i. To provide the final exam for the reading portion of the Integrated Reading and Writing (INRW 0402) course;
 - ii. To provide the types of essays required (expository, persuasive, and critical analysis) and the rubrics for grading those essays;
 - iii. To provide the Student Learning Outcomes for INRW 0402;
- D. BISD 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 and to notify parents and students of the benefits of enrolling in the college prep course(s);
 - 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: English Language Arts – CP110100; Mathematics – CP111200
 - v. To provide curriculum for the course that is consistent with TC Student Learning Outcomes;
 - vi. To follow the BISD Grading Expectations;
 - vii. To deny students enrolled in these courses exemptions from TC final exams;
 - viii. To provide assistance with college enrollment and financial aid applications;
 - ix. To accept completion of the college preparatory course(s) and demonstrate readiness by Temple College, the student's grade for the course must be at least

a 75 or higher and the final exam grade must be at least a 70 or higher. A student earning a grade between 70-74 will receive high school credit for that course but will not have demonstrated college-readiness.

- x. To provide students with a certificate of completion following successful completion of the course(s)

E. BISD agrees to the following for the college preparatory mathematics course:

- i. To administer the TC departmental final exam;
- ii. To provide course material that corresponds to the learning objectives as outlined for college mathematics prep course for each student enrolled in the course;
- iii. To ensure transferability of the course grade to TC and to demonstrate readiness by Temple College, the student's grade for the course must be at least 75 and the student must pass the final exam with a 70 or higher.

F. BISD agrees to the following for the college preparatory English language arts course:

- i. To administer the TC INRW Reading final exam
- ii. To teach and grade the required essays according to the rubrics provided by TC. (T.E.A. Rubrics for Expository, Persuasive, and Literacy Analysis);
- iii. To teach a preliminary semester course that focuses on college readiness and literacy skills; and
- iv. To ensure transferability of the course grade to TC and to demonstrate readiness by Temple College, the student's grade for the course must be at least 75 and the student must pass the final exam with a 70 or higher.

4. **Non-Compliance**. Notwithstanding any provision herein to the contrary, if TC 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 from BISD, this MOU may be terminated immediately upon written notice from BISD, in BISD's sole discretion.

5. **Liability**. Neither BISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause of action of any person or group arising from (a) the use of district property and/or equipment by TC and TC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of TC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

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

6. **Indemnity.** TC AGREES THAT TC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BISD AND BISD'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, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF TC AND/OR TC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. TC'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 BISD:

Dr. Maxie Morgan
Superintendent
203 S. 10th St.
Buckholts, TX 76518

If to TC:

Christy Ponce
President
2600 South First Street
Temple, TX 76504

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 TC is a separate legal entity from BISD and TC is not an employee, agent, joint venture, or partner of BISD. Nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either TC or any employee or agent of TC.

9. No Waiver of BISD's Immunity. The execution of this MOU and the performance by BISD or any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, 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 law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Bell County, 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 requires 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 TC without the prior written acknowledgement and authorization of ISD. Any attempted assignment by TC without BISD'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 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 _____ day of _____, 2021.

BUCKHOLTS INDEPENDENT SCHOOL DISTRICT

Dr. Maxie Morgan, Superintendent

TEMPLE COLLEGE

Dr. Christy Ponce, President

It is the policy of the Buckholts 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.