



Ranger College

**MEMORANDUM OF UNDERSTANDING
RANGER COLLEGE and STEPHENVILLE Independent School District
HB 5 College Prep Mathematics / English Language Arts Courses
& Career Technical Education (CTE)**

This Memorandum of Understanding ("MOU") is entered into as of the 17th day of August, 2021 (the "Effective Date") between STEPHENVILLE an independent school district, and Ranger College ("RC"), a two-year college system located at 1100 College Circle, Ranger, Texas 76470.

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; and to develop and provide career and technical training programs as needed.

WHEREAS the parties have agreed to enter into a collaborative agreement for students at ISD who are deemed not 'college ready' per TSI assessment and per House Bill 5, Section 10;

WHEREAS, STEPHENVILLE Independent School District (ISD) and RANGER COLLEGE (RC) jointly recognized an opportunity to create seamless pathways for students to enter into college level coursework 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, STEPHENVILLE ISD and RC, intending to be legally bound, agree as follows:

1. Scope of Services.

ISD and RC agree to collaborate to develop and maintain (college prep) 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. STEPHENVILLE ISD and RC 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 17th, 2021 and continue for a period of one year. Thereafter, RC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to ISD. The initial term and new 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

ISD and RC agree to the following conditions:

A. RC 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. train advisors to recognize and honor College Prep course(s) on school district transcripts; and
- 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. The 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 on based on the TSI assessment or other factors, but also meet prerequisite standards of STAAR/EOC completion 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 success completion of the course(s) on the student transcripts as determined by the state of Texas PEIMS number;
- v. To follow the RC Grading Expectations;
- vi. To readily communicate with RC coursework Coordinators regarding student progress, coursework audits, and relevant concerns related to the quality of the mathematics and English Language Arts courses;
- vii. To deny students enrolled in these courses exemptions from RC final exams; and
- viii. To provide assistance with college enrollment and financial aid applications. The student will receive credit for the high school PEIMS course if they earn a 70 or above regardless of their TSIA2 score in the end.

C. RC agrees to provide the Learning Frameworks Course to all college prep students. The ISD may participate in this option at their discretion. Learning Frameworks (EDUC1100) is a 1-credit hour course through Blackboard and may be completed by the students in the Fall or Spring semester.

- EDUC1100 is a 1-credit hour course; whereby, students will receive a transcript and grade from RC. If a student does not plan to complete the course, a drop form with student's signature must be submitted prior to the date required by the Registrar.
- i. To provide the Student Learning Outcomes;
 - ii. To provide the syllabi for the courses being offered; and
 - iii. To provide the departmental final exams for the courses
 - iv. To provide curriculum for the course that is consistent with RC Student Learning Outcomes.
 - v. To provide a qualified online instructor if requested by the ISD.

D. RC agrees to the following for the college preparatory mathematics courses:

- i. To provide the Student Learning Outcomes;

- ii. To provide the curriculum for MATH0342 and 0314;
- iii. To provide the syllabi for the courses being offered; and
- iv. To provide the departmental final exams for the courses.

E. The ISD agrees to the following for the college preparatory mathematics courses:

- i. To provide technology resources (e.g., internet, computers);
- ii. To administer the RC departmental mathematics final exam for both MATH 0342 and 0314
- iii. To award credit for the course only if the student's final grade on both the final exam and the course is at least 70% or better;
 - If a student fails to complete MATH 0342 and/or MATH 0314, the student will not be deemed 'college ready' in mathematics.
- iv. To provide and utilize MyMathLab for each student enrolled in the course;
- v. To ensure that the student transcript for the fall semester will correspond to MATH 0342 and the spring semester will correspond to MATH 0314.
- vi. To ensure that the grading policy is agreed upon prior to the start of the course between the ISD and RC.

F. RC agrees to the following for the college preparatory English Language Arts course:

- i. To provide the Student Learning Outcomes;
- ii. To provide the curriculum for ENGL0300 and ENGL0301
- iii. To provide the syllabi for the courses being offered; and
- iv. To provide the final exam for ENGL0300 and ENGL0301

G. The ISD agrees to the following for the college preparatory English Language Arts course:

- i. To provide technology resources (e.g., internet, computers) to students for coursework;
- ii. To administer the mid-term and final exams for both courses;
- iii. To teach and grade the required essays according to the rubrics provided by RC (Texas College and Career Readiness Standards for Expository, Persuasive, and Analytical Writing Rubrics).
- iv. To teach two semesters of the course that focus on college readiness and literacy skills; and
- v. To award credit for the course only if the student's final grade on both the final exam and the course is at least 70% or better;
 - If a student fails to complete ENGL0300 and/or ENGL0301, the student will not be deemed 'college ready' in reading or writing.
- vi. To ensure that the grading policy is agreed upon prior to the start of the course between the ISD and RC.

4. Career & Technical Education(CTE)

Ranger College will partner with STEPHENVILLE ISD to develop programs in collaboration with local business, labor, and community leaders to develop and provide the courses allowing a student to enter a career or technology training program or apprenticeship training program; or an internship required as part of accreditation toward an industry-recognized credential or certificate

for course credit.

5. Non-Compliance

Notwithstanding any provision herein to the contrary, if RC 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 the ISD, this MOU may be terminated immediately upon written notice from the ISD, in the ISD's sole discretion.

6. Liability

Neither the ISD or its trustees, officers, employees, or agents shall have any liability for any claim or action of any person or group arising from (a) the use of district property and/or equipment by RC and RC 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 RC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants, or visitors.

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

7. Indemnity

RC AGREES THAT RC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ISD AND THE 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, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF RC AND/OR RC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. RC's obligations under this clause shall survive termination or expiration of this MOU.

8. 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
STEPHENVILLE ISD

If to RC:

Dr. William J. Campion or Designee
President
Ranger College
1100 College Circle
Ranger, Texas 76470

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.

Relationship with the Parties:

It is understood and agreed that RC is a separate legal entity from the ISD, and RC is not an employee, agent, joint venture, or partner of the ISD. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the ISD and either RC or any employee or agent of RC.

9. No Waiver of the ISD's Immunity

The execution of this MOU and the performance by the ISD of any of this obligations hereunder are not, and are not intended to waive or relinquish, and the ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the 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 and provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Eastland County, Texas.

12. Entire Agreement

This MOU and the attachment 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 parties of this MOU.

13. Severability

In the event that any one or more of the provisions contained in this MOU shall for any reason 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 existed.

14. Interpretation

The parties agree that 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 not be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached and incorporated in this MOU.

16. Assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by RC without prior written acknowledgement and authorization of the ISD. Any attempted assignment by RC without the 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 be a waiver of any such term or in any way affect such party's right to enforce such term, and no waiver of any other term hereof or the breach thereof. No waiver, alteration, modification of any 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.

Disclaimer: If an ISD requires RC's aide, this will be negotiated on an individual basis.

Executed this _____ day of _____, 2021

Superintendent, STEPHENVILLE ISD

President or Designee, Ranger College