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Memorandum

To:	Samuel Mijares, Superintendent of Schools
From:	David Camarillo, Executive Director for Instruction
Date:	October 31, 2019
Re:	MOU between SWTJC & EPISD

The 2019-2020 House Bill 5 Partnership Memorandum of Understanding between Eagle Pass ISD and Southwest Texas Junior College is being submitted for board approval. Eagle Pass ISD and SWTJC agree to collaborate to develop and maintain college readiness Mathematics and English Language Arts courses.

The following courses will be offered at both High Schools:

- MATH 0410 Topic includes real number principles, exponential expressions, 1-2 variable linear applications, multivariable linear systems, polynomial functions with applications, geometry, measurement, statistics and probability. Calculator id permitted throughout course including the departmental final examination. An overall grade for the semester of C or higher along with a scale score of 70 or above on the final exam will satisfy the SWTJC criteria for Math 0303, and the student is TSI COMPLETE without further assessment or remediation.
- 2. Integrated Reading and Writing (INRW) 0410 This is a combined course designed to develop students' critical reading, critical thinking and academic writing skills. The course focus will be on applying critical reading skills for organizing, analyzing and retaining material and developing written work appropriate to the audience, purpose and situation, and length of the assignment. The course integrates preparation in academic reading skills with skills in writing a variety of academic essays. The course requires mastery of standard American English language, revising, editing, and knowledge of plagiarism and awareness of documentation. The course fulfills TSI requirements for reading and writing and qualifies a student for English 1301.

Should you have any questions, please contact our office at ext. 1083 or ext. 1014.

DC/vs

649 WEBSTER ST • EAGLE PASS, TEXAS 78852 • (830) 752-3724 or (830) 752-3725 • FAX (830) 758-7164

House Bill 5 Partnership

Memorandum of Understanding

2019 - 2020

Southwest Texas Junior College (SWTJC) and Eagle Pass ISD

This agreement will serve as the instructional partnership between Southwest Texas Junior College and Primary Service Area Secondary Schools and shall be approved and signed by the governing boards or designated authorities of those participating parties.

Whereas, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of high 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 to serve students who are deemed to not be college ready per House Bill 5, Section 10;

Whereas, the school district and Southwest Texas Junior College (SWTJC) jointly recognized an opportunity to create seamless pathways for students to enter into college level work in mathematics and English language arts with further intervention;

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, School District and SWTJC, intending to be legally bound, agree as follows:

- <u>Scope of Services.</u> School District and SWTJC agree to collaborate to develop and maintain college readiness mathematics and English language arts courses to meet the terms of this agreement as outlined below in the Support and Services section of the MOU. The School District and SWTJC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.
- 2. <u>Term.</u> The initial term of this MOU shall begin on the July 1, 2019 and continue for a period of one year. Thereafter, this MOU is renewable for one year terms by delivering written notice to School District. The initial term and any renewal term are collectively referred to in the 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 a mutually agreed to by the parties.

- 3. <u>Support and Services.</u> School District and SWTJC agree to the following conditions:
 - a. SWTJC 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 successful 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. SWTJC agrees to the following for the college preparatory mathematics course:
 - i. To provide the student learning outcomes for MATH 0410;
 - ii. To provide the syllabus for the course;
 - c. SWTJC agrees to the following for the college preparatory English language arts course:
 - To provide the types of essays required (expository, persuasive, and critical analysis) and the rubrics for grading those essays;
 - ii. To provide the Student Learning Outcomes for INRW 0410;
 - iii. To provide the syllabus for the course;
 - d. School district 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 student 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 follow the school district grading expectations;
 - vi. To deny students enrolled in these courses exemptions from SWTJC final exam;
 - e. School district agrees to the following for the college preparatory mathematics course:
 - i. To provide the student with the designated textbook for the course;
 - In order for a student to have "successfully completed" the course and therefore be deemed "college ready" in Math, the student must re-take the appropriate TSIA test/tests and achieve at least the mandated minimum "college-ready" score/scores.
 - f. School district agrees to the following for the college preparatory English language arts course:
 - i. To provide the student with the designated textbook for the course;
 - ii. In order for a student to have "successfully completed" the course and therefore be deemed "college ready" in English, the student must re-take the appropriate TSIA test/tests and achieve at least the mandated minimum "college-ready" score/scores.

- <u>Non-Compliance.</u> Notwithstanding any provision herein to the contrary, if school district 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 for school district, this MOU may be terminated immediately upon written notice by either party.
- 5. <u>Liability.</u> Neither school district or 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 SWTJC or SWTJC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this MOU, or (c) any act, omissions, or negligence of SWTJC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.
- 6. <u>Relationship of the parties.</u> It is understood and agreed that SWTJC is a separate legal entity from the school district and SWTJC is not an employee, agent, joint venture, or partner of the school district. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employees between the school district and either SWTJC or any employee or agent of SWTJC.
- 7. <u>No Waiver or the School District Immunity.</u> The execution of this MOU and the performance by the school district of any of its obligations hereunder are not, and are not intended to waive or relinquish, and the school district shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the school district, its trustees, officers, employees, or agents under federal or Texas laws.
- 8. <u>No Third Party Beneficiaries</u>. Nothing in the 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.
- 9. <u>Governing Law and Venue</u>. 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's provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this agreement shall be in Uvalde County, Texas
- 10. <u>Entire Agreement.</u> 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.
- 11. <u>Severability.</u> 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.
- 12. <u>Interpretation</u>. The parties agree that the normal rules of constructions 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.
- 13. <u>Changes and Amendments.</u> 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.

- 14. <u>Assignment.</u> Neither this MOU nor any right, duties, or obligations under it shall be assignable by SWTJC without the prior written acknowledgment and authorization of the school district. Any attempted assignment by SWTJC without the school districts prior written consent shall be void.
- 15. <u>No Waiver</u>. 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.
- 16. <u>Captions</u>. 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.
- 17. <u>Counterparts.</u> This MOU may be executed in separate counterparts, each of which wen so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Upon approval by the respective governing boards of both partners, and upon signing by the Board Presidents or their designees, this agreement shall remain in effect until amended or terminated, with 30 day written notice by either party to the other.

Superintendent

SWTJC President

Date

Date



Target Students: Students who have not demonstrated college readiness as defined by HB5. A high priority are those who either did not take Algebra II or those who made an overall grade of less than 75 in Algebra II.

****Recommended**: Student has credit for Algebra I and Geometry and has met the passing standard on the Algebra I EOC.

<u>Preferred</u>: Student has taken Algebra I, Geometry and Algebra II and has a demonstrated need for more college preparedness as indicated by standardized test scores.

Course Description as defined by (SWTJC PARTNERSHIP):

Topics include real number principles, exponential expressions, 1-2 variable linear applications, multivariable linear systems, polynomial functions with applications, geometry, measurement, statistics and probability. Calculator use is permitted throughout this course. Student must retake the Math TSIA test and achieve at least the mandated minimum "college-ready" score to be deemed "college ready".

STUDENT LEARNING OUTCOMES	LEARNING OBJECTIVES	High School Equivalent	
 Identify and apply properties of real numbers, and perform accurate arithmetic operations with numbers in various formats and number systems. 	1.1 Add, subtract, multiply and divide real numbers (fractions, decimals)		
	1.2 Manipulate arithmetic and algebraic expressions involving order of operations and the distributive property	Algebra I & Geometry	
	1.3 Apply exponents and use scientific notation.		
	1.4 Apply square roots and rational exponents		
	2.1 Solve linear equations and inequalities.	Algebra I & Algebra II	
2. Demonstrate the ability to manipulate /solve	2.2 Solve linear equations involving grouping symbols, fractions and decimals		
algebraic equations with appropriate techniques.	2.3 Solve ratios and proportions; use direct and indirect variation and percentages		
	3.1 Graph linear equations in 2 variables	Algebra I & Algebra II	
	3.2 Calculate slopes and interpret their meaning		
 Demonstrate the ability to construct linear equations for modeling; Create and solve linear systems 	3.3 Create 2-var linear equation models		
	3.4 Solve systems of linear equations in two/three variable/three using graphing, substitution, elimination, and matrix methods		
	3.5 Apply linear systems in problem solving		
 Polynomial and other functions-Demonstrate the ability to solve and graph functions of various types. 	4.1 Graph polynomials.		
	4.2 Factor polynomials using GCFs, Differences of Squares, Quadratic trinomials	142	
	4.3 Solve polynomial equations using factoring, square roots, quadratic formula, and graphing	Algebra I & Algebra II	
	4.4 Solve radical and rational equations		
	4.5 Solve absolute value equations/inequalities		
	4.6 Graph and apply exponential and logarithmic functions		

5.	Measurement and Geometry-Demonstrate the ability to apply geometry in the real-world	5.1 Find the perimeter, area and volume of 2 and 3-dimensional shapes and solids		
		5.2 Use ratios and proportions in geometric applications		
		5.3 Convert measures in both standard and metric units	Algebra I & Geometry	
		5.4 Apply the Pythagorean Theorem in real-life applications		
		5.5 Apply the distance formula in the coordinate plane		
		6.1 Calculate Mean, Median, Mode and Range		
	Statistics and Probability-Use probability and	6.2 Make predictions using statistics	7	
	statistics to make predictions and formulate	6.3 Use Theoretical and Empirical Probability	 Statistics & Probability 	
		6.4 Interpret stat graphs- Line graphs, circle graphs, bar graphs		
		6.5 Apply the fundamental counting principle		

Course Goals SWTJC:

• This course is primarily intended to prepare students for the study of Math 1332 or Math 1342, courses in quantitative reasoning and statistics. This course may be used as a preparation for Math 1314, college algebra.

Additional Public Ed Goals:

- Students are prepared to enter post-secondary coursework or careers with no additional remediation in mathematics.
- Students experience a combination of real-world applications in math while reviewing fundamental skills.
- Students increase their own learning through teamwork and the use of peer discussion groups.

Course Resources recommended by SWTJC and partner high schools

<u>Foundations of Mathematics, A quantitative reasoning approach</u>, L. Robin Hendrix, Barbara L. Miller, Hawkes Publishing Online resources and supplemental materials will be provided by Hawkes Publishing upon adoption

Final Exam & Grading Policy:

In order for a student to have "successfully completed" the Math course, and therefore be deemed "college ready" in math, the student must re-take the appropriate TSIA test and achieve at least the mandated minimum "college-ready" score.

Requiring the TSIA re-take and minimum score promotes objectivity in assessing a student's skills and abilities. In addition, TSIA scores must be accepted by all Texas state colleges and universities, whereas a passing course grade will be accepted/acknowledged only by SWTJC. Other Texas state colleges or universities will not recognize/accept a semester grade for either course and will subject the student to re-testing on TSIA.

SWTJC College Preparatory Integrated Reading and Writing

<u>Target Students</u>: 12th grade students who have not demonstrated college-readiness as defined by HB5.

Prerequisites: Satisfactory performance met on the English I and II EOC, successful completion of English I, II, and III, and a score ranging from 40-49 on the PSAT, 400-499 on the SAT, 14-18 on the ACT/PLAN, or a 346-350 (Reading) and 357-362 (Writing) and an essay score of a 4 (Writing) on the TSI.

Course Description as defined by Southwest Texas Junior College:

This is a combined course designed to develop students' critical reading, critical thinking, and academic writing skills. The course focus will be on applying critical reading skills for organizing, analyzing, and retaining material and developing written work appropriate to the audience, purpose, situation, and length of the assignment. The course integrates preparation in academic reading skills with skills in writing a variety of academic essays. The course requires mastery of standard American English language, revising, editing, and knowledge of plagiarism and awareness of documentation. The course fulfills TSI requirements for reading and writing and gualifies a student for English 1301.

Instructional Materials required by Southwest Texas Junior College:

Langan, John. The Advanced Reading and Writing Connection. Townsend Press, 2014. ISBN: 978-1-59194-425-6

The required technology component will be the SWTJC library databases, which will house specific Libguides for use in this course.

Additional Public Education Goals:

Students will learn and practice reading and writing strategies so that they are prepared to enter post-secondary programs of study with no additional remediation in reading and writing.

Final Exam and Grading Policy for INRW for High School Students:

In order for a student to have "successfully completed" the English course, and therefore be deemed "college ready" in English, the student must re-take the appropriate TSIA test/tests and achieve at least the mandated minimum "college-ready" score/scores.

Requiring the TSIA re-take and minimum score promotes objectivity in assessing a student's skills and abilities. In addition, TSIA scores must be accepted by all Texas state colleges and universities, whereas a passing course grade will be accepted/ acknowledged only by SWTJC. Other Texas state colleges or universities will not recognize/accept a semester grade for either course and will subject the student to re-testing on TSIA.

Course Goals, Student Learning Outcomes, and Learning Objectives as defined by Southwest Texas Junior College:

- 1. Locate textual information, draw inferences, describe, analyze, evaluate, and summarize information from multiple texts of varying lengths.
- 2. Use vocabulary and appropriate diction effectively in oral communication, reading, and writing.
- 3. Identify and analyze audience, purpose, and message of various texts.
- 4. Apply and discuss insights gained from reading and writing a variety of texts, including an understanding of the difference between fact and opinion and subjective and objective.

- 5. Compose writings that include an introduction that leads to a clear thesis, logical development of ideas in paragraph format, and an evident conclusion that supports the thesis and the writer's purpose.
- 6. Apply effective rhetorical strategies for specific reading and writing.
- 7. Generate ideas and compile information relevant to topic and purpose, incorporating the ideas and words of others using established strategies for quoting, paraphrasing, and summarizing texts with an awareness of plagiarism and the need for documentation according to a style.
- 8. Evaluate the credibility and quality of ideas and information in formulating and developing an argument.
- 9. Develop and use effective reading, revision, and editing strategies to compose collegelevel writing assignments.
- 10. Apply the conventions of Standard English in reading and writing, including subject/verb agreement, consistent verb tense, parallel sentences, and common sentence errors including run-ons, splices, and fragments.