

# Triumph Public Charter High School

## MEMORANDUM OF UNDERSTANDING TRIUMPH PUBLIC CHARTER HIGH SCHOOL FOR THE DEVELOPMENT OF COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding ("MOU") is entered into as of the August 17, 2021 (the "Effective Date") between the Triumph Public Charter High School, a Texas school district located at 1230 Town Lake Dr., Laredo, TX 78041 who elects to participate in the Texas College Bridge program and Laredo College and Texas A & M International University (herein referred to as LC and TAMIU).

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 and Section 28.014 of the Texas Education Code 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 who are deemed to not be college ready per House Bill 5, Section 10 and Section 28.014(a) of the Texas Education Code may enroll in a college preparatory course;

WHEREAS, Triumph Public Charter High School, LC, and TAMIU 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, Triumph Public Charter High School, LC, and TAMIU, intending to be legally bound, agree as follows:

1. Scope of Services. Triumph Public Charter High School, LC, and TAMIU agree to collaborate to develop and meet regularly to evaluate the effectiveness of the program.

2. Term. The initial term of this MOU shall begin on August 17, 2021 and continue for a period of one (1) year. Thereafter, LC and TAMIU may renew this MOU for a one (1) year term by delivering written notice to Triumph Public Charter High School. 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: Triumph Public Charter High School, LC, and TAMIU agree to the following conditions:
  - A. LC and TAMIU 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 completed college preparatory courses;
    - ii. To recognize and honor course(s) on school district transcripts for up to two years after high school graduation;
    - iii. To ensure that students are advised directly into eligible college level coursework;
    - iv. Pursuant to Section 28.014(f) of the Texas Education Code, a college preparatory course may be offered for dual credit at the discretion of LC and TAMIU.
    - v. To assist in supporting goals, objectives and criteria for student mastery in accordance with state guidelines
  - B. Triumph Public Charter High School agrees to the following for both the Mathematics and English language arts courses:
    - i. To provide qualified instructors for the courses being taught;
    - ii. To identify students who are not college ready in accordance with Section 28 of the TEC;
    - 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 for English Language Arts and Mathematics CP110100, CP111200 respectively);
    - v. To provide rigorous instructional lessons aligned to the personalized needs of students and college readiness outcomes, and to implement the model with fidelity;
    - vi. To administer personalized and aligned assessments for each course;

- vii. To follow mutually agreed upon protocols for determining successful completion; and
- viii. To provide assistance with college enrollment and financial aid applications.
- ix. Pursuant to Section 28.014(d) of the Texas Education Code, Triumph Public Charter High School shall provide notice to each district student that is not deemed college ready and the student's parent or guardian regarding the benefits of enrolling in a college preparatory course;
- x. Pursuant to Section 28.014(e) of the Texas Education Code, a student who successfully completes a college preparatory English language arts may use the credit earned in the course toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Section 28.025(b-1)(2) of the Texas Education Code;
- xi. Pursuant to Section 28.014(e) of the Texas Education Code, a student who successfully completes a college preparatory Mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Section 28.025 of the Texas Education Code after completion of the mathematics curriculum requirements for the foundation high school program under Section 28.025(b-1)(2) of the Texas Education Code.

C. Students will be supported by school district personnel trained to help guide students to demonstrate agreed upon learning outcomes. The Parties agree to use the college readiness systems provided by Ed Ready (NROC), along with assessments, to provide students with a personalized intervention plan through the agreed upon intervention tools provided by Ed Ready.

D. Triumph Public Charter High School agrees to the following for the college preparatory Mathematics course:

- i. To administer Texas Success Initiative Assessment 2.0 (TSIA2) and award credit for the college readiness course only if both conditions are met:
  - 1. The student's exam score is at least a 948 on TSIA2, and
  - 2. The course grade is at least 75% or as per EdReady/NROC Grading Criteria.
- ii. To award high school course credit if a student's grade is at least 70% in the course

E. Triumph Public Charter High School agrees to the following for the college preparatory English language arts course:

- i. To administer the Texas Success Initiative Assessment 2.0 (TSIA2) reading and writing and award credit for the college readiness course only if both conditions are met:
  - 1. The student's exam score is a 943 with an essay of a 4 on TSIA2, and
  - 2. The course grade is at least 75% or as per EdReady/NROC Grading Criteria.
- ii. To award high school course credit if a student's grade is at least 70% in the course

4. **Non-Compliance.** Notwithstanding any provision herein to the contrary, if any party does not comply with any part of this MOU, and the failure to comply is not corrected within ninety (90) calendar days after written notice or by the end of the college preparatory course for that academic term, whichever is shorter, this MOU may be terminated immediately by the non-defaulting party upon written notice.
5. **Liability.** Neither Triumph Public Charter High School 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 LC or TAMIU and LC or TAMIU officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this MOU by LC or TAMIU and LC or TAMIU officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (c) any act, omission, or negligence of LC or TAMIU, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

**Except as may otherwise be provided herein, Triumph Public Charter High School makes no express or implied warranties of any kind. To the fullest extent permissible under applicable law. Triumph Public Charter High School 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 Triumph Public Charter High School 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 Triumph Public Charter High School has been advised of the possibility of such damages.**

6. **Indemnification and Hold Harmless.** Triumph Public Charter High School shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and LC/TAMIU, and their officers and employees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorney's fees and court costs, to the extent arising out of, connected with, or resulting from any negligent acts or omissions of Triumph Public Charter High School or any agent, employee, subcontractor, or supplier of ISO in the execution of performance of this MOU. Triumph Public Charter High School shall coordinate its defense with the Texas attorney general as requested by LC and TAMIU.

This paragraph is not intended to and shall not be construed to require Triumph Public Charter High School to indemnify or hold harmless the state, LC, or TAMIU for any claims or liabilities resulting from the negligent acts or omissions of LC, TAMIU, or their employees.

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 or (c) if facsimile or email upon the date of the receipt all such notices or communications shall be addressed as follows:

If to Triumph Public Charter High School:

<b>Name:</b> Olga Trevino
<b>Position:</b> District Primary Contact/Principal Laredo North
<b>Physical Address:</b> 1230 Townlake Drive Laredo, TX 78041
<b>Phone:</b> 956-722-0747
<b>Email address:</b> <a href="mailto:olga.trevino@triumphpublicschools.org">olga.trevino@triumphpublicschools.org</a>

If to LC and TAMIU:

<b>LC Designee</b>
<b>Name:</b> Dr. David Arreazola
<b>Position:</b> Interim Provost / Vice-President of Academic Affairs and Compliance
<b>Physical Address:</b> 1 West End Washington St. Laredo, TX 78040
<b>Phone:</b> (956) 721-5820
<b>Email address:</b> <a href="mailto:darreazola@laredo.edu">darreazola@laredo.edu</a>

<b>TAMIU Designee</b>
<b>Name:</b> Dr. Thomas R. Mitchell
<b>Position:</b> Provost and Vice-President for Academic Affairs
<b>Physical Address:</b> 5201 University Boulevard Laredo, TX 78041
<b>Phone:</b> (956) 326-2240
<b>Email address:</b> <a href="mailto:tmitchell@tamiu.edu">tmitchell@tamiu.edu</a>

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 LC and TAMIU are separate legal entities from Triumph Public Charter High School and LC and TAMIU are not employees, agents, joint ventures, or partners of Triumph Public Charter High School. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Triumph Public Charter High School and either the LC and TAMIU or any employees or agents of LC and TAMIU.
9. No Waiver of Triumph Public Charter High School, LC, or TAMIU Immunity. The execution of this MOU and the performance by Triumph Public Charter High School, LC, TAMIU, or of any of its obligations hereunder are not, and are not intended to waive or relinquish, and Triumph Public Charter High School, LC, or TAMIU shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to Triumph Public Charter High School, LC, TAMIU, 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 Webb 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

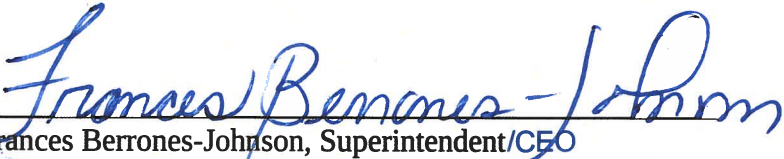
had never been contained in it.

14. Interpretation. The parties agree that the normal rules of construction that 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 LC and TAMIU without the prior written acknowledgment and authorization of Triumph Public Charter High School. Any attempted assignment by LC and TAMIU without Triumph Public Charter High School'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.

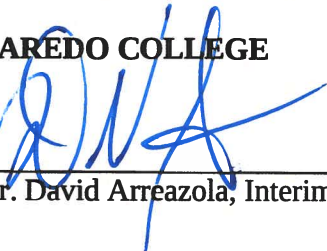


Executed this 7th day of August 2021

**Triumph Public Charter High School**

  
\_\_\_\_\_  
Frances Berrones-Johnson, Superintendent/CEO

**LAREDO COLLEGE**

  
\_\_\_\_\_  
Dr. David Arreazola, Interim Provost/VP of Academic Affairs and Compliance

**TEXAS A & M INTERNATIONAL UNIVERSITY**

  
\_\_\_\_\_  
Dr. Tomas R. Mitchell, Provost and VP for Academic Affairs

It is the policy of the Triumph Public Charter High School and the institutions of Higher Education not to discriminate on the basis of race, color, national origin, sex or handicap in its education program s, 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.

## **Addendum**

### **ISD Teacher/Facilitator expectations**

- Attend NROC/EdReady trainings
- Read all emails sent from NROC/EdReady program staff
- Check the NROC/EdReady dashboard daily and follow up with individual students about their progress
- Contact each student as needed to provide encouragement and interventions
- Using the district platform of choice, provide weekly face-to-face/virtual opportunities to meet with students for synchronous instruction, Q&A, and guidance
- Review, grade, and provide feedback to students on written assignments
- Foster a positive coaching relationship with each participating student

## APPENDIX A

### **HB5 College Readiness course Placement Guide if applicable:**

To be considered English College Prep Ready a student must have:

- Earned credit for English I, II, III AND meet the assessment criteria below
- To be considered Mathematics College Prep Ready a student must have:
- Earned three Math credits, including Algebra 1 and Geometry AND meet the assessment criteria below

#### **Recommended Assessment Criteria:**

<b>Assessment</b>	<b>College-Prep Course Eligible</b>
<b>TSIA2</b>	<b>Math 948</b> <b>Reading and Writing 943, Essay 4</b>
<b>EOC Exam</b>	<b>Algebra I <math>\geq</math> 3550</b> <b>English I and English II <math>\geq</math> 3775</b>

Please note: school districts will have final approval on the students whom are eligible to enroll In the Prep courses,