

**MEMORANDUM OF UNDERSTANDING**

**RIO GRANDE VALLEY INDEPENDENT SCHOOL DISTRICTS AND CHARTER**

**SCHOOLS 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 1st day of August, 2021 between the Triumph Public High Schools RGV McAllen, a Texas independent school district or charter school, located at: 200 N. 17th Street McAllen Texas 78501, and University of Texas Rio Grande Valley, South Texas College, Texas State Technical College – Harlingen, 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, Triumph Public High School RGV McAllen 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, Triumph Public High School RGV McAllen and the RGV IHEs, agree as follows:

1. Scope of Services. Triumph Public High School RGV McAllen and the RGV IHEs 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. Triumph Public High School RGV McAllen and the RGV IHEs will meet regularly to maintain program integrity and evaluate the effectiveness of the program.
2. Term. The initial term of this MOU shall begin on August 1, 2020 and continue indefinitely, or until parties cancel, in accordance with the terms set forth in section 13 – Severability, should no substantial policy issues arise that would significantly change the MOU. 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 High School RGV McAllen 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 twenty-four months 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. Triumph Public High School RGV McAllen 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 ensure that instructors for the courses attend, either in person or through distance learning, all required training conducted by RGV IHEs and comply with all required documentation submissions, including but not limited to, individual student portfolios, as requested by RGV IHEs;
  - iii. To include only those 12<sup>th</sup> grade students on track to meeting high school graduation requirements as measured by successful completion of all End of Course exams (EOCs);
  - iv. Provide access to data and provide feedback regarding student enrollment and success in the course(s) including, but not limited to, the number of students qualifying for the course(s), the number of students enrolled in the course(s), the number of students who successfully complete the course(s), the number of and reasons why students do not complete the course(s) – as defined in this MOU, the number and type of campuses offering the course(s)(s), and/or the number of instructors trained offer the course(s);
  - v. To designate at least one representative from the ISD to sit on the College Prep Course Advisory Committee.
  - vi. To notify parents and students of the benefits of enrolling in the college prep course(s);
  - vii. To provide students with the option of opting out of the college prep course(s);
  - viii. To provide professional development and resources required to teach the Mathematics and English Language Arts Courses;

- ix. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number: English Language Arts – CP 110100; Mathematics – CP111200;
  - x. To provide curriculum for the course(s) that is consistent with the RGV IHEs Student Learning Outcomes;
  - xi. To deny students enrolled in these course exemptions from final exams in the college preparatory courses as defined in this MOU;
  - xii. To administer the RGV IHEs' final assessment(s), which will compose at least 30% of the final course grade;
  - xiii. To accept completion of the college preparatory course(s) and demonstration of readiness, by the RGV IHEs, the student's overall grade for the course must be at least 70 or higher.
- e. Triumph Public High School RGV McAllen agrees to the following for the College Preparatory Mathematics Course:
- i. To utilize online math resources for each student enrolled in the course as provided by an RGV IHE;
  - ii. The fall (A) semester on the student transcript will correspond to MATH A CP111200 and the spring (B) semester will correspond to MATH B CP1112000.
- f. Triumph Public High School RGV McAllen 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.
- h. A student who successfully completes an English Language Arts Course developed under HB5 Act Section 28.014 (2-e) may use the credit earned in the course toward satisfying the Advanced English Language Arts curriculum or requirement for the Foundation High School program under section 28.025 (b-1) (1). Use of the College Preparatory course for Advanced English Language Arts credits is at the discretion of the ISD in accordance with the ISD board policy.
- i. A student who successfully completes the Mathematics Course developed under HB5 Act Section 28.014 (2-e) may use the credit earned in the course toward satisfying the Advanced Mathematics curriculum or requirement for the Foundation High School program under section 28.025 (b-1) (1). Use of the College Preparatory course for Advanced Mathematics credits is at the discretion of the ISD in accordance with the ISD board policy.
4. Non-Compliance. Notwithstanding any provisions 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 \_\_\_\_\_, this MOU may be terminated immediately upon written notices from \_\_\_\_\_ in Triumph Public High School RGV McAllen's sole discretion. Notwithstanding any provisions herein to the contrary, if Triumph Public High School RGV McAllen 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 an RGV IHE, this MOU may be terminated immediately upon written notices from the RGV IHE at the RGV IHE's sole discretion.

5. Liability. Neither Triumph Public High School RGV McAllen 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 IHE 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, Triumph Public High School RGV McAllen makes no express or implied warranties of any kind to the fullest extent permissible under applicable law, Triumph Public High School RGV McAllen 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 High School RGV McAllen 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 High School RGV McAllen has been advised of the possibility of such damages.

6. Indemnity. to the extent allowed by the constitution and the laws of the State of Texas and the RGV IHES agree that each party shall indemnify, defend and hold harmless and Triumph Public High School RGV McAllen'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 Superintendent: Frances Berrones-Johnson  
1218 S Presa St, San Antonio, TX 78210

If to the RGV IHEs: Dr. Guy Bailey  
President  
University of Texas Rio Grande Valley

1201 W University Drive  
Edinburg, TX 78539

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

Mr. Hector Yanez  
Sr. Vice President – Student Learning  
Texas State Technical College – Harlingen  
1902 North Loop 499  
Harlingen, TX 78550

Dr. Jesús Roberto Rodríguez  
President  
Texas Southmost College  
80 Fort Brown  
Brownsville, TX 78520

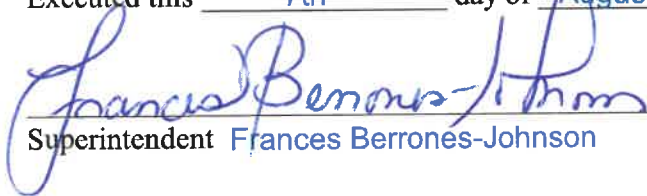
Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

8. Relationship of the Parties. It is understood and agreed that the RGV IHEs are separate legal entities from Triumph Public High Schools RGV McAllen and the RGV IHEs are not employees, agents, joint ventures, or partners of Triumph Public High Schools RGV McAllen. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Triumph Public High Schools RGV McAllen and either of the RGV IHEs or any employees or agents of the RGV IHEs.
9. No Waiver of Triumph Public High Schools RGV McAllen's or IHE's Immunity. The execution of this MOU and the performance by Triumph Public High Schools RGV McAllen and/or the IHEs of any of its obligations hereunder are not, and are not intended to waive or relinquish, and Triumph Public High Schools RGV McAllen and/or IHEs shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to Triumph Public High Schools RGV McAllen, 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 Cameron, Hidalgo, Jim Hogg, Starr, and Willacy 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 understand, oral 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 as invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, 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 or any rights, duties, or obligations under it shall be assignable by the RGV IHEs without the prior written acknowledgement and authorization of Triumph Public High Schools RGV McAllen. Any attempted assignment by the RGV IHEs without Triumph Public High Schools RGV McAllen'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 part 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.

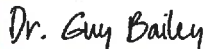
  
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Superintendent Frances Berrones-Johnson

\_\_\_\_\_  
Dr. Guy Bailey, President  
University of Texas Rio Grande Valley

Executed this 7th day of August, 2021.

  
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Superintendent, Frances Berrones-Johnson  
Triumph Public High Schools

DocuSigned by:



\_\_\_\_\_  
Dr. Guy Bailey, President  
University of Texas Rio Grande Valley

DocuSigned by:



\_\_\_\_\_  
Dr. Shirley Reed, President  
South Texas College

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Mr. Hector Yanez, Sr. Vice President – Student Learning  
Texas State Technical College – Harlingen

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Dr. Jesús Roberto Rodriguez, President  
Texas Southmost College

It is the policy of the Triumph Public High Schools - RGV McAllen not to discriminate on the basis of race, color, national origin, sex, or handicap in its Career and 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.