Memorandum of Understanding for College Preparatory Mathematics and English Language Arts Courses

Lone Star College ("College") and Cypress-Fairbanks Independent School District ("School District") enter the following Memorandum of Understanding ("MOU") for the creation of College Preparatory Courses in Mathematics and English Language Arts (herein referred to as "College Preparatory Courses"). College and School District shall be known collectively as the "Parties" and singly as a "Party" or the "Party."

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses in Mathematics and English Language Arts ("ELAR") for high school students who have not demonstrated college readiness.

1. **SCOPE OF SERVICES.** In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code § 28.014 and 19 Tex. Admin. Code § 9.147, School District shall collaborate with College to develop and provide courses in college preparatory Mathematics and ELAR. The College Preparatory Courses must be designed:

   A. For students at the 12th grade level whose performance on:

      i. an end-of-course assessment instrument does not meet college readiness standards; or

      ii. coursework, a college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and

   B. To prepare students for success in entry-level college courses.

Additionally, College and School District agree to collaborate to develop and maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. College and School District will meet regularly, at least one time per year, to maintain the integrity and evaluate the effectiveness of the College Preparatory Courses.

2. **TERMS.** Subject to any annual approvals that may be required by law, by the Texas Education Agency ("TEA"), or by the Texas Higher Education Coordinating Board ("THECB"), the term of this MOU shall commence upon the date of final signature below ("Commencement Date") and shall remain effective for one academic year unless sooner terminated in accordance with this MOU. Notwithstanding the foregoing, the Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the MOU by that Party's governing board or designee. Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for up to two successive renewal terms, consisting of one academic year each, unless sooner terminated in accordance with this MOU.

3. **COURSE DEVELOPMENT/CURRICULUM.**

   3.1. The College Preparatory Courses will be developed by College and School District. College and School District academic representatives will agree on alignment of College Preparatory Courses outcomes and school curriculum including but not limited to length of the College Preparatory Courses. Alignment will be consistent with entry-level college
Mathematics and ELAR courses and College and Career Readiness Standards ("CCRS"), which are incorporated into the Texas Essential Knowledge and Skills ("TEKS").

3.2. The academic representatives will develop a syllabus for the College Preparatory Courses satisfying requirements of the Parties to include course identifying information, student learning outcomes, instructional materials, and performance measures.

3.3. Students enrolled in College Preparatory Courses will not earn college credit for those courses.

3.4. College will designate an academic representative to monitor the quality of instruction in order to ensure compliance with this MOU, including but not limited to, observations and evaluation of School District faculty.

3.5. School District will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.

3.6. An agreed upon assessment such as a common final examination in Mathematics or calibrated written assignment in ELAR may be administered at the end of the course to all students enrolled in the College Preparatory Courses.

3.7. Students who fall under Section 504 of the Americans with Disabilities Act ("ADA") regulations may receive reasonable accommodations for the College Preparatory Course content; however, the course content shall not be modified for the purposes of this MOU.

4. FACULTY SELECTION, SUPERVISION, AND EVALUATION. School District will provide faculty who meet College faculty credential requirements (as described in the most current faculty credentials table) for each high school offering the College Preparatory Courses as follows:

A. ELAR: Bachelor’s degree with a major or minor in English, literature, creative writing or a related field such as education, reading, writing, linguistics, or language arts; or Master’s degree in English, literature, creative writing or in a related field such as education, reading, writing, linguistics, or language arts; or Bachelor’s degree with related teaching or training experience in one or more of the above mentioned fields.

B. Mathematics: Bachelor’s degree or higher with a minimum of 12 undergraduate hours in mathematics, statistics, or mathematics education.

Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate College faculty to ensure that each course is aligned with the program’s expectations. College may supervise the instruction of these courses, including, but not limited to, observation and evaluation of School District faculty.

5. LOCATION OF CLASSES. College Preparatory Courses developed will be held on the campus of the School District high schools offering the course(s).

6. PARENTAL INVOLVEMENT AND OUTREACH. School District shall provide a notice to each district student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Courses. School District personnel,
counselors, and administrators will be responsible for all communication with parents. College personnel will not be expected to communicate with parents.

7. IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS. School District will assume responsibility for identifying and providing information to potential College Preparatory students. College may collaborate with the School District to hold an information session at the School District for potential students and their parents. College personnel may ask potential students to opt-in to the College recruiting database to receive information regarding student services, academic programs, admissions, and enrollment at the College following high school graduation.

8. COURSE SUCCESS AND COLLEGE READINESS. Common assessment instrument(s) for each of the College Preparatory Courses will be developed and adopted by the College and School District to ensure the rigor of the College Preparatory Courses and will be administered at the time(s) agreed upon by both institutions.

8.1 For the ELAR and Mathematics College Preparatory Courses, a student earning a grade of 80 or above in a particular course will be deemed as having demonstrated proficiency in the course and will be eligible to enroll in an entry-level college level English composition or Mathematics course. A student earning a grade between 70 – 79 will receive high school credit for that course but will not have demonstrated college-readiness.

8.2 Specific to the ELAR and Mathematics College Preparatory Courses, no single assessment will be weighted over 20%. College and School District must mutually agree on whether retesting is allowable, and the parameters for retesting must be clearly defined in the syllabus for the course. If College and School District mutually decide to allow students to re-test, the score on this assessment must be limited to a 70.

8.3 Successful completion of the College level ELAR or Math course will demonstrate Texas Success Initiative (TSI) compliance in the corresponding subject areas of Reading, Writing, and/or Math.

9. PROFESSIONAL DEVELOPMENT. Appropriate School District high school faculty will meet regularly, at least one time per year with appropriate College faculty to ensure that College Preparatory Courses are aligned with the program expectations. College and School District will develop and provide professional development opportunities for the teachers responsible for the College Preparatory Courses. Designated College personnel will coordinate and convene these training opportunities. Evidence of completion of professional development activities will be granted by an approved service provider.

10. PROGRAM EVALUATION. School District and College will develop a plan for the evaluation of the College Preparatory Courses to be completed for each year of the MOU. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, satisfactory progress in the College Preparatory Courses, state assessment results, SAT/ACT, TSI readiness, qualification of College Preparatory Courses' instructors, adequate progress toward the college-readiness, and college-level course performance following matriculation of the students in the College Preparatory Courses.

11. TRANSCRIPTION OF CREDIT. Transcription of high school credit and assessment results is the responsibility of School District. School District determines how the grades will be recorded in
the high school transcript for GPA and ranking purposes. College and School District will use an agreed upon nomenclature for determining TSI-compliance.

11.1 A student who successfully completes a College Preparatory Course under Texas Education Code §28.014 will be allowed to register for the college-level course for a period of twenty-four (24) months from the date of high school graduation with respect to the content area of the course. The student must enroll in the first college-level course in the exempted content area in the first year of enrollment at the College.

11.2 This temporary exemption applies only at the institution of higher education that partners with the school district in which the student is enrolled to provide the course.

11.3 Additionally, an institution of higher education may enter into an MOU with a partnering institution of higher education to accept the temporary exemption for the College preparatory course. When College has entered into an MOU with a partnering institution of higher education to accept the temporary exemption for the College Preparatory Courses, College will notify School District of such in writing.

12. COMPLIANCE AND INDEMNITY. School District agrees:

A. To certify that their sites are Americans with Disabilities Act (ADA) compliant.

B. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA").

C. In all cases, to comply with all federal, state, and local laws applicable to this MOU.

D. To have in place and abide by a policy prohibiting sexual harassment.

The Parties agree to operate and perform their obligations under this MOU in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974; Title IV of the Higher Education Act of 1965; and Individuals with Disabilities Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapter D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate in compliance with their respective applicable board policies and procedures.

Parties understand that this program must support through its activities the mission of College and the mission of School District; neither Party may use the name and official seal of the other
Party or any of its components without the written consent of the Party's president/chancellor or his/her designee; that the program is subject to all policies and procedures of the Parties' Trustees/Regents and system administration, and must submit to reporting and auditing requirements as established by the system administration, including consultation with an attorney from their respective Office of General Counsel.

To the extent permitted by the laws and constitution of the State of Texas and without waiver of governmental immunity, each Party shall defend, indemnify and hold harmless the other Party and its affiliates and their respective agents, servants and employees from and against any losses, expenses and liabilities (including reasonable attorneys’ fees) arising out of, or in connection with, any negligent act or omission of the indemnifying party under this MOU. The obligations of the indemnifying party under this section shall survive the termination of this MOU.

13. AMENDMENT/REVISIONS. This MOU may only be amended by mutual written agreement of the Parties.

14. NOTICES. All notices, demands, or requests from one Party to the other may be personally delivered in writing or sent by email and mail, certified or registered, postage prepaid with return receipt requested, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or three days after mailing.

All notices, demands, or requests shall be given or mailed to:

College:  
Lone Star College - UP  
Attn: Office of Student Success  
20515 State Hwy 249  
Houston, Texas 77070  

School District:  
Cypress-Fairbanks ISD  
10300 Jones Rd.  
Houston, Texas 77065

with a copy to:  
Lone Star College  
Attn: Office of the General Counsel  
5000 Research Forest Drive  
The Woodlands, Texas 77381

15. TERMINATION. College reserves the right to terminate this MOU for convenience upon thirty (30) days written notice to School District.

16. GOVERNING LAW. This MOU is governed by the Constitution and the internal laws of the State of Texas. The exclusive venue of any suit arising from this MOU shall be in Montgomery County, Texas.

17. NONASSIGNABILITY. Parties herein shall not assign any interest in this MOU and shall not transfer any interest in same without prior written consent of the Parties.

18. INDEPENDENT CONTRACTOR. Parties shall provide services pursuant hereto, as independent contractors. The Parties understand that the tasks, the details of which the Parties do not have legal right to control, and no such control are assumed by this MOU. This MOU does not create an employment relationship, partnership, or joint venture between the Parties (or its employees).
Neither of the Parties nor their employees shall be deemed employees of one another for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by a Party.

19. **NO THIRD PARTY BENEFICIARIES.** Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this MOU or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

20. **SEVERABILITY.** The remaining balance of this MOU survives if any one or more of the provisions contained in this MOU is held invalid, illegal, or unenforceable in any respect.

21. **COUNTERPARTS.** This MOU may be executed in multiple counterparts, each one of which shall be an original, and different Parties may sign different counterparts, all of which shall constitute but one document.

22. **ENTIRE AGREEMENT.** This MOU constitutes the complete agreement between the Parties relating to the subject matter herein and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written, relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives, to become effective as of the Commencement Date.

**LONE STAR COLLEGE**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen C. Head, Ph.D.</td>
<td></td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

**SCHOOL DISTRICT**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob R. Cowley</td>
<td>6/16/20</td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debbie Blackshear</td>
<td>6/16/20</td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

Note: Modification of this Form requires approval of OGC.