



**Memorandum of Understanding
2022-2023 Academic Year
College Preparatory Mathematics and English Language Arts Courses (HB 5)**

Tyler Junior College, a public junior college authorized under the laws of the State of Texas (herein called "The College" or "TJC") and Winona Independent School District (herein called the "School District" or "High School") enter the following contract for the 2022-2022 academic school year. The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses ("Program") 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 ("TEC") 28.014, the School District shall collaborate with TJC to develop and provide courses in college preparatory mathematics and English language arts. 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.

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

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 that the last of the Parties has signed this MOU ("Commencement Date") and will end on August 31, 2022. 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. The parties may enter into this agreement on an annual basis.
3. **COURSE DEVELOPMENT/CURRICULUM:** The College Preparatory Courses will be developed by TJC and the School District. Academic representatives of TJC and the School District will agree on the 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 the College and Career Readiness Standards ("CCRS"), which are incorporated into the Texas Essential Knowledge and Skills ("TEKS").
 - A. The College will provide a curriculum framework and final exam.
 - B. Students enrolled in College Preparatory Courses will not earn college credit for the courses. TJC will designate personnel to monitor the quality of instruction in order to ensure compliance with this MOU.
 - C. The School District will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.
 - D. The TSI Assessment will be administered to all students enrolled in the College Preparatory Courses.
4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION:** The School District will assign highly qualified faculty for each high school offering the College Preparatory Courses. Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate TJC faculty to ensure that each course is aligned with the Program's expectations.
5. **LOCATION OF CLASSES:** College Preparatory Courses governed through this MOU will be held on the high school campus of the signing School District.

6. **PARENTAL INVOLVEMENT AND OUTREACH:** The 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. TJC personnel will not be expected to communicate with parents.
7. **IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS:** The School District will assume responsibility for providing information to potential college preparatory students. TJC may collaborate with the School District to hold an information session at the School District for potential students and their parents.
8. **METHOD OF DELIVERY:** The School District will select the method of delivery for the college preparatory classes.

ELAR (check the method of delivery)

- _____ Face to face with an English teacher, or
- _____ Texas College Bridge Program, or
- _____ Computer Software (name of software:
_____)

MATH (check the method of delivery)

- _____ Face to face with a Math teacher, or
- _____ Texas College Bridge Program, or
- _____ Computer Software (name of software:
_____)

9. COURSE SUCCESS AND COLLEGE READINESS.

- A. For the ELAR and Mathematics College Preparatory Courses, a student earning a grade of 70 or above in a particular preparatory course will demonstrate proficiency in the course and will be eligible to enroll in an entry-level TJC English composition or mathematics course for up to twenty-four (24) months of course completion.
- B. Successful completion with a grade of C or better of the designated entry-level TJC English composition or mathematics college level courses will demonstrate Texas Success Initiative ("TSI") compliance in accordance with Texas Education Code §28.014.
- C. Specific to the mathematics college preparatory courses, grades should be weighted as follows: Assignments/Daily work 40%, Exams/Quizzes 40%, and the Final Assessment 20%. Revisions for assignments and periodic exams may not exceed a score of 70. The final assessment may not be retaken or revised.
- D. Specific to the ELAR college preparatory courses, grades should be weighted as follows: Papers/Daily Assignments 40%, Exams/Quizzes 40%, and the Final Assessment 20%. Revisions for assignments and periodic exams may not exceed a score of 70. The final assessment may not be retaken or revised.
- E. For Texas College Bridge Program, students are required to pass each portion with a 90% or above. The certificate must be shared with Tyler Junior College.
- F. Successful completion of the college level course will demonstrate Texas Success Initiative (TSI) compliance.

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

11. **PROGRAM EVALUATION:** School District and IHE will develop a plan for the evaluation of the College Preparatory Courses to be completed 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 instructors, and adequate progress toward the college-readiness of the students in the College Preparatory Courses. Districts must allow a TJC representative access to review the courses.
12. **TRANSCRIPTION OF CREDIT:** Transcription of high school credit and assessment results is the responsibility of School District. The School District determines how the grades will be recorded in the high school transcript for GPA and ranking purposes. TJC and the School District will use an agreed upon nomenclature for determining TSI compliance. Please identify the nomenclature that will be used on transcripts from the School District to identify the College Preparatory Courses by completing the following:

College Preparatory English/Language Arts ___CPELA__(CP110100)_____

College Preparatory Mathematics ___CPMAT__(CP111200)_____

For Texas College Bridge, use the above codes and send the completion certificate.

13. **AMENDMENTS/REVISIONS:** This MOU may only be amended by mutual written agreement of the parties.
14. **NOTICE:** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing.
15. **TERMINATION:** TJC and the School District reserve the right to terminate this MOU upon service of written notice to the other party ninety (90) days prior to the day of termination. In this event, the date of termination will be the day after the end of the semester during which the ninety (90) day period expires.

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

Dr. Juan Mejía, President
 Tyler Junior College
 P. O. Box 9020
 Tyler, TX 75711

All notices, demands, or requests to School District shall be given or mailed to the superintendent.

16. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITY HAS BY LAW OR EQUITY.
17. **VENUE; GOVERNING LAW:** Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

18. **PUBLIC INFORMATION:** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act, Chapter 552, Texas Government Code*.

19. **CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS; PRESS RELEASES; PUBLIC INFORMATION:** Under this agreement the School District may create, receive from or on behalf of TJC, or have access to records or record systems (collectively, "**TJC Records**"). Among other things, TJC Records may contain data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (ITEPA), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (**FERPA**).

If TJC records are subject to FERPA:

- a. TJC and the School District will designate appropriate representatives with an official educational interest to share educational data on behalf of the schools, and
- b. the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records may result disciplinary action up to the School District's exclusion from eligibility to contract with TJC.

The School District represents, warrants, and agrees that it will:

- a. hold TJC records in strict confidence and will not use or disclose TJC records except as
 - i. permitted or required by this Memorandum of Understanding (MOU),
 - ii. required by applicable laws, or
 - iii. otherwise authorized by TJC in writing;
- b. safeguard TJC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information;
- c. continually monitor its operations and take any action necessary to assure that TJC records are safeguarded and the confidentiality of TJC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement;
- d. comply with TJC's rules, policies, and procedures regarding access to and use of TJC's computer systems. At the request of TJC, the School District agrees to provide TJC with a written summary of the procedures used to safeguard and maintain the confidentiality of TJC records.

20. **PUBLIC INFORMATION:** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act, Chapter 552, Texas Government Code*.

21. **NOTICE OF IMPERMISSIBLE USE:** If an impermissible use or disclosure of any TJC records occurs, the School District will provide written notice to TJC within one (1) business day after the School District's discovery of that use or disclosure. The School District will promptly provide TJC with all information requested by TJC regarding the impermissible use or disclosure.

22. **RETURN OF TJC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Memorandum of Understanding for any reason, all TJC records created or received from or on behalf of TJC will be

- a. returned to TJC, with no copies retained by School District; or
- b. if return is not feasible, records will be destroyed.

Twenty (20) days before destruction of any TJC records, the contractor will provide TJC with written notice of the School District's intent to destroy TJC records. Within five (5) days after destruction, the School District will confirm to TJC in writing of the destruction of TJC records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

23. **COMPLIANCE WITH LAW:** The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 United States Code 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District's response to TJC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement. Tyler Junior College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

24. **TOBACCO FREE POLICY:** TJC provides a friendly, tobacco-free environment at all of its sites and satellite facilities. Prohibitions: Tyler Junior College provides a friendly, smoke-free and vapor-free environment at all of its campuses and satellite facilities. All parties agree to fully comply with Tyler Junior College's no smoking policy and to ensure compliance of same by all employees or students or anyone else performing under this Agreement on its behalf. TJC is an alcohol, drug, tobacco, and vapor-free zone. These items are prohibited on the campus and satellite facilities.

25. **WEAPONS POLICY:** Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.

A license holder is prohibited from carrying a concealed handgun on Tyler Junior College campus premises where prohibited by law and where prohibited by TJC policy.


Firearms: Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises, satellite facilities, or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Contact 911 for emergencies. Campus Police can be contacted at 903 510-2222 for non-emergencies. https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

26. **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN

CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND TJC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

27. **INDEPENDENT CONTRACTOR:** School District and TJC recognizes and agrees that it is engaged as an independent contractor and acknowledges that TJC has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. School District in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee, or agent of TJC, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of TJC, including unemployment insurance benefits, social security coverage or retirement benefits School District agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws. All of School District employees providing this service to TJC will be deemed employees solely of School District and will not be deemed for any purpose whatsoever employees or agents of, acting for or on behalf of TJC. No acts performed or representations, whether oral or written, made by School District with respect to third parties will be binding upon TJC nor will same create any liability on the part of TJC.
28. **Signatures:** The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signatures appear below and their assignees. This Agreement constitutes the entire agreement of the parties and replaces and supersedes any prior verbal understandings, written communications or representations related to the subject matter contained in this Agreement. In the event any portion of this Agreement is deemed illegal or unenforceable, the entire remaining portion of this Agreement shall remain valid and in effect. A waiver by either party of any breach or default by the other party is not a waiver of any other breach of default of this Agreement that may occur. This Agreement, including any rights or obligations hereunder, may not be assigned or otherwise transferred to any third party without the express written consent of the other party. This Agreement is nonexclusive between the parties; both parties have the right to enter into similar relationships with any other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED IN TWO (2) original counterparts on this _____ day of _____, 2021.



Dr. Juan Mejia, President
Tyler Junior College



Superintendent of Schools

PLEASE RETURN THE SIGNED ORIGINAL MEMORANDUM OF UNDERSTANDING TO TYLER JUNIOR COLLEGE