

# ALIEF INDEPENDENT SCHOOL DISTRICT



## MEMORANDUM OF UNDERSTANDING ALIEF INDEPENDENT SCHOOL DISTRICT AND HOUSTON COMMUNITY COLLEGE COLLEGE PREPARTORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding ("MOU") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date") between the Alief Independent School District ("AISD"), a Texas independent school district located at 4250 Cook Rd, Houston, Texas 77072, and Houston Community College ("HCC"), a community college system located at 555 Community College Dr., Houston, TX 77013

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 where students at the 12<sup>th</sup> grade level who are deemed to not be college ready per House Bill 10, Section 10;

WHEREAS, Alief Independent School District (AISD) and Houston Community College (HCC) 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 mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AISD and HCC, intending to be legally bound, agree as follows:

1. Scope of Services. AISD and HCC agree to collaborate to develop and maintain developmental 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. AISD and HCC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. Term. The initial term of this MOU shall begin on the June 15, 2014 and continue for a period of three years. Thereafter, HCC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to AISD. 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. AISD and HCC agree to the following conditions:

A. HCC 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 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. HCC agrees to the following for the college preparatory mathematics course:

- i. To provide the Student Learning Outcomes, syllabi, and final exams for the courses being offered;

C. HCC agrees to the following for the college preparatory English language arts course:

- i. To provide the final exam for the reading portion of the Integrated Reading and Writing (INRW 0420) course;
- ii. To provide the types of essays required (expository, persuasive, and critical analysis) and the rubrics for grading those essays;
- iii. To provide the Student Learning Outcomes for INRW 0420;

D. AISD 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 students 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 provide curriculum for the course that is consistent with HCC Student Learning Outcomes;
- vi. To follow the AISD Grading Expectations;
- vii. To deny students enrolled in these courses exemptions from HCC final exams;
- viii. To provide assistance with college enrollment and financial aid applications;

E. AISD agrees to the following for the college preparatory mathematics course:

- i. To administer the HCC departmental final exam and award credit for the course only if the student's grade is at least 60 percent;
- ii. To provide and utilize Math XL for each student enrolled in the course;

- iii. To ensure transferability of the course grade to HCC, the student's grade for the course must be at least 75 ;
- iv. The fall (A) semester on the student transcript will correspond to Math 0308 and the spring semester (B) will correspond to Math 0312;

F. AISD agrees to the following for the college preparatory English language arts course:

- i. To administer the HCC INRW Reading final exam with no stipulation as to the student's grade on the exam;
- ii. To teach and grade the required essays according to the rubrics provided by HCC. (Turnitin.com and AP rubric for critical analysis);
- iii. To teach a preliminary semester course that focuses on college readiness and literacy skills; and
- iv. To ensure transferability of the course grade to HCC, the student's grade for the course must be at least 75.

4. Non-Compliance. Notwithstanding any provision herein to the contrary, if HCC 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 AISD, this MOU may be terminated immediately upon written notice from AISD, in AISD's sole discretion.

5. Liability. Neither AISD 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 HCC and HCC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non compliance with this MOU, or (c) any act, omission, or negligence of HCC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

**EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, AISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AISD 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 AISD 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 AISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Indemnity. **HCC AGREES THAT HCC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS AISD AND AISD'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, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF HCC AND/OR HCC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU.** HCC'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 AISD: HD Chambers  
Superintendent  
Alief ISD  
42500 Cook Rd.  
Houston, TX 77072

If to HCC: Charles Cook or Designee  
Vice Chancellor, Instruction  
3100 Main Street #1000 Houston, TX 77002

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 HCC is a separate legal entity from AISD and HCC is not an employee, agent, joint venture, or partner of AISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between AISD and either HCC or any employee or agent of HCC.

9. No Waiver of AISD's Immunity. The execution of this MOU and the performance by AISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and AISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to AISD, 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 Harris 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 HCC without the prior written acknowledgment and authorization of AISD. Any attempted assignment by HCC without AISD'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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ALIEF INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
HD Chambers, Superintendent

**HOUSTON COMMUNITY COLLEGE**

\_\_\_\_\_  
Name  
Title  
Houston Community College

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It is the policy of the Alief Independent School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career 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.