MEMORANDUM OF UNDERSTANDING COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding ("MOU") provides for reciprocal actions between the parties designated herein.

WHEREAS, The State of Texas mandated via TEC Sec. 28.014 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, regional independent school districts and charter schools and institutions of higher education in the region 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, the members agree as follows:

South Plains College, an educational institution in the County of Hockley, in the State of Texas, and Wellman-Union ISD agree to enter into a partnership to offer college preparatory mathematics and/or English language arts courses to eligible students, which will allow them to satisfy TSI requirements as established by HB 5 and subsequent Texas Higher Education Coordinating Board (THECB) rules. Both the College and the School District agree that all course policies and practices are under the jurisdiction of the College. In consideration of this partnership agreement, the parties agree to the following:

1. Student Eligibility Requirements

To be eligible for enrollment in a college preparatory mathematics and/or English language arts course the student did not meet Texas Success Initiative (TSI) Exemption standards as defined in TAC19.1.4D Rule §4.85 and in TEC Sec. 28.014.

2. Faculty Qualifications

All individuals teaching college preparatory classes for mathematics and English language arts must have completed the instructor training provided through South Plains College prior to teaching the class in order to understand course requirements, course instruction expectations, and course completion standards. The trainings will be conducted during the summer prior to the start of the instructional year.

3. Location, Size and Student Composition of Classes

Courses will be conducted at the high school with the high school administration being responsible for designating the instructor and the times for the courses to be taught on the campus.

4. Grading Criteria and Transcripting of Credit

The Texas Administrative Code, rule §9.145, requires that grading criteria should be devised to allow faculty to award high school credit depending upon student performance. Pursuant to this requirement, and in recognition of the High School's role in awarding high school credit, South Plains College agrees that the High School will determine whether to award high school credit in the event that college credit is not awarded. The college credit will be awarded upon completion of the standards set by the college for awarding the credit to the student for the respective developmental education class. These standards may include, but are not limited to, a designated grade in the course and/or completion of an assessment as determined by the department at the college responsible for the course. High school personnel will assist College personnel with enrollment and assessment of students using the system determined by the college to best accomplish the needs of the students.

5. TSI Implications

THECB rules (TAC19.1.4D Rule §4.85, (a) 10 allow that "A student who successfully completes a college preparatory course under TEC §28.014 is exempt for a period of twelve (12) months from the date of high school graduation with respect to the content area of the course. This 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. Additionally, an institution of higher education may enter into a Memorandum of Understanding with a partnering institution of higher education to accept the exemption for the college preparatory course.

6. Fees and Funding Provisions

There is no exchange of funds or any fees to be paid by either party to the other.

7. Support and Services

South Plains College agrees to the following for both the mathematics and English language arts course:

To provide course framework and appropriate training for instructors teaching the college preparatory mathematics and/or English language arts courses;

To share data and provide feedback regarding student success on course assessment instruments, as well as entry-level college mathematics and English language arts courses;

To train advisors to recognize and honor course(s) on school district transcripts;

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;

To provide input, write and review of course outcomes, syllabi, exams, and other program elements

To exempt students from TSI testing due to successful completion of the course in the local school district which is a party to this agreement as determined by the student's performance on the assessment instrument designated by the respective department to measure successful completion for the course.

The school district agrees to the following for both the mathematics and the English language arts courses:

To provide highly qualified instructors for the courses being taught who have completed the required participation in the training workshop provided by SPC;

To identify students who are not college ready as stated in HB 5;

To provide professional development and resources required to teach the mathematics and English language arts courses;

To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;

To provide rigorous instructional lessons aligned to the course frameworks provided and to implement the standards with fidelity;

To facilitate assessments as determined by SPC for the determination of successful course completion;

To follow local grading procedures for determining successful completion for the high school credit with college credit being determined by South Plains College.

Each entity will designate a point of contact that will act as the liaison and coordinate all program matters.

8. Terms of Agreement

This agreement shall become effective on the 12th day of October, 2023. It is to continue in force each academic year, as deemed necessary, unless either party submits written request for withdrawal or change for the next academic year. Notice to change this agreement must be served in writing, at least thirty (30) days prior to the beginning of the semester for which the change is desired. The College or School District shall have the right of canceling or terminating this agreement at any time according to the above guidelines.

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President, South Plains College	Date	_
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Superintendent	Date	_