

**HOUSE BILL 5 INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
INDEPENDENT SCHOOL DISTRICTS
COLLEGE PREPARATORY MATH AND ENGLISH LANGUAGE ARTS COURSES
STATE OF TEXAS**

This agreement, made and entered into on (Insert Date), by and between the Tarrant County College District, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and (Insert School District), a Texas independent school district (referred to herein as "SCHOOL DISTRICT"), evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning on (Insert Date), and ending on May 31, 2017. Sixty-days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT.

PURPOSE

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, COLLEGE DISTRICT and SCHOOL DISTRICT jointly recognized an opportunity to create pathways for students at the 12th grade level who are deemed to not be college ready per House Bill 5, Section 10 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 within this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COLLEGE DISTRICT and SCHOOL DISTRICT, intending to be legally bound, agree as follows:

SCOPE OF SERVICES

COLLEGE DISTRICT and SCHOOL DISTRICT 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. COLLEGE DISTRICT and SCHOOL DISTRICT will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

Furthermore, although both institutions agree to clarify per TEC 51.3062(q-2) that a student who successfully completes the college preparatory course(s) with a semester grade of 70 or above is exempt from TSI in the content area(s) only at TCCD for a period of 1 year after high school graduation. The School District will provide students with information on the opportunity to obtain a 5 year exemption.

SUPPORT AND SERVICES

COLLEGE DISTRICT and SCHOOL DISTRICT agree to the following conditions:

- A. COLLEGE DISTRICT agrees to the following for the college preparatory mathematics course:
 1. To provide the Student Learning Outcomes for MATH 0361 and MATH 0362;
 2. To provide the syllabi for MATH 0361 and MATH 0362;
 3. To provide test reviews so that SCHOOL DISTRICT partners understand level of rigor and expectations;
 4. To provide standard course details (e.g., graphing calculators are not allowed) so that the SCHOOL DISTRICT can model the TCCD MATH 0361 and MATH 0362 courses;
 5. To provide professional development training for SCHOOL DISTRICT teachers selected for teaching the HBS course(s);
 6. To provide a final exam for MATH 0361 that will be administered by the SCHOOL DISTRICT;
 7. To provide and administer the final exam for MATH 0362 and assist with grading the final exam;
 8. To provide a mathematics liaison for SCHOOL DISTRICT and its participating teachers;
 9. To exempt students from TSI testing who successfully complete the college preparatory mathematics course with a grade of 70 or above for a period of 1 year after high school graduation;
 10. To coordinate with SCHOOL DISTRICT to administer the TSI Assessment exam at the conclusion of the spring semester college preparatory mathematics course with the understanding that this applies only to students who do not successfully complete the course with a grade of 70 or above.

- B. COLLEGE DISTRICT agrees to the following for the college preparatory English language arts course:
 1. To provide the Student Learning Outcomes for RDNG 0361, ENGL 0324, and INRW 0399;
 2. To provide the syllabus for RDNG 0361, ENGL 0324, and INRW 0399;
 3. To provide the final exam for the Integrated Reading and Writing (INRW 0399) course to be administered by SCHOOL DISTRICT;
 4. To provide standard course details so that SCHOOL DISTRICT can model the TCCD RDNG 0361, ENGL 0324, and INRW 0399 courses;
 5. To provide professional development training for SCHOOL DISTRICT teachers selected for teaching the HB5 course(s);
 6. To provide a reading and writing liaison for SCHOOL DISTRICT and its participating teachers;
 7. To exempt students from TSI testing who successfully complete the college preparatory English language arts course with a grade of 70 or above for a period of 1 year after high school graduation;
 8. To coordinate with SCHOOL DISTRICT to administer the TSI Assessment exam at the conclusion of the spring semester college preparatory English language arts course with the understanding that this applies only to students who do not successfully complete the course with a grade of 70 or above.

- C. SCHOOL DISTRICT agrees to the following for both the mathematics and English language arts courses:
 1. To identify students who are not college ready as stated in HB 5;
 2. To provide highly qualified instructors for the courses being taught;
 3. To ensure that all eligible students complete a TCCD online application;
 4. To provide assistance with college applications, enrollment and financial aid applications;
 5. To document successful completion of the course(s) on the student SCHOOL DISTRICT transcripts.

- D. SCHOOL DISTRICT agrees to the following for the college preparatory mathematics course:
 1. To require participating teachers of the college preparatory math course(s) to participate in the professional development training provided by TCCD personnel;

2. To deliver college preparatory courses modeled after MATH 0361 and MATH 0362;
3. To provide and utilize the TCCD designated common textbook;
4. To administer the final exam for MATH 0361 and assist in grading the final exam for MATH 0362 which will count towards ~~25%~~ ^{15%} of the course grade.

- E. SCHOOL DISTRICT agrees to the following for the college preparatory English language arts course:
1. To require participating teachers of the college preparatory English course(s) to participate in the professional development training provided by TCCD personnel;
 2. To deliver college preparatory courses modeled after ENGL 0324, RDNG 0361, and INRW 0399;
 3. To teach and grade the required essays according to the rubrics provided by TCCD;
 4. To provide and utilize the TCCD designated common textbook;
 5. To administer the TCCD INRW 0399 final exam, including a writing sample and reading selection, and count this exam as 15% of the course grade (7.5% based on writing sample and 7.5% based on reading selection).

CONFIDENTIALITY OF STUDENT INFORMATION

As an independent contractor retained by the SCHOOL DISTRICT to perform services under this Agreement, the COLLEGE DISTRICT shall be deemed a "school official" as that term is defined in the *Family Educational Rights and Privacy Act*. Further, it is understood and agreed that in order to perform services, it will be necessary for the COLLEGE DISTRICT to review and be provided access to the "educational records" (as that term is defined in the *Texas Education Code* and the *Family Educational Rights and Privacy Act*) of students of the SCHOOL DISTRICT for whom the COLLEGE DISTRICT provides educational services. The COLLEGE DISTRICT agrees to maintain the confidentiality of any and all educational records of students in the SCHOOL DISTRICT that are disclosed to, or reviewed by, the COLLEGE DISTRICT in accordance with federal and state laws, and SCHOOL DISTRICT rules and regulations.

AGREEMENT

This document sets forth the entire instructional agreement with respect to college preparatory courses and students. It supersedes any prior college preparatory course agreement between the parties and shall be effective until changed by either

RIGHT OF REVOCATION

Either party may terminate this Agreement on 120 days' written notice to the other party. In the event that a party believes that another party has without cause defaulted on this Agreement, the non-defaulting party shall give written notice specifying such to the defaulting party. The defaulting party shall have thirty days to cure the alleged default from the date it receives written notice from the non-defaulting party. If the default is not cured on or within thirty days, the non-defaulting party may terminate this Agreement. However, if this Agreement is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this Agreement to allow students enrolled under this Agreement to finish their coursework for the academic term. A default on this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

IMMUNITY & LIMITS OF LIABILITY

The parties acknowledge that they are governmental entities subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of this Agreement. The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

APPLICABLE LAW

This Agreement and all material and/or issues collateral thereto shall be governed by the laws of the State of Texas.

All notices and communications related to this agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Erma C. Johnson Hadley
Chancellor
Tarrant County College District
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
(Insert School District)

By their signatures below, the Tarrant County College District Chancellor, and the (Insert School District Superintendent), bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement.

TARRANT COUNTY COLLEGE DISTRICT

(Insert School District)

By _____
Erma C. Johnson Hadley
Chancellor, Tarrant County College District

By _____
(Insert Superintendent Name)
Superintendent, (Insert School District)

Date _____

Date _____