

MEMORANDUM OF UNDERSTANDING
WESTERN TEXAS COLLEGE AND BALLINGER ISD
COLLEGE PREPARATORY MATHEMATICS AND ENGLISH
LANGUAGE ARTS COURSES

This Memorandum of Understanding ("MOU") is entered into as of the 21 day of July 2014 between Ballinger ISD, and Western Texas College located at 6200 College Ave. Snyder TX, 79549.

In response to House Bill 5 concerning partnerships between high schools and higher education institutions, to create and offer a College Preparatory Mathematics and College Preparatory English & Language Arts courses, Western Texas College, an Institution of Higher Education (IHE), is partnering with Ballinger Independent School District (ISD) to meet this requirement. This Memorandum of Understanding (MOU) includes these points:

1. **Scope.** Ballinger ISD and WTC agree to collaborate to develop and maintain college readiness mathematics and English Language Arts courses that meet the terms as outlined in the Support and Services section of this MOU. Ballinger ISD and WTC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. **Term.** The initial term of this MOU begins on (May 27, 2014) and continues for a period of one year. Thereafter, WTC may renew this MOU for an additional one year term by delivering written notice to Ballinger ISD. 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 upon by the parties.

3. **Support and Services.**
 - A. WTC 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 WTC advisors to recognize and honor course(s) on school district transcripts;

- iii. To assign a representative, determined by the Division Chair over the Mathematics and English departments, who will visit high schools at least once a semester;
- B. WTC agrees to the following for the college preparatory mathematics courses:
 - i. To provide the Student Learning Outcomes and syllabi for these courses;
 - ii. To provide the Mathematics departmental pre-assessment test for these courses;
 - iii. To provide the link to purchase the HAWKES Learning Systems Pre Algebra and Introduction to Algebra website;
 - iv. To schedule a time and date to administer the TSI Assessment Mathematics test, either at our campus or other predetermined location;
- C. WTC agrees to the following for college preparatory English Language Arts course:
 - i. To provide the Student Learning Outcomes and syllabi for INRW 0302 and INRW 0303;
 - ii. To provide test and course material for INRW 0303;
 - iii. To schedule a time and date to administer the TSI Assessment Reading and Writing test, either at our campus or predetermined location;
- D. Ballinger ISD agrees to the following for both the mathematics and English Language Arts courses:
 - i. To assign a qualified teacher (according to Ballinger ISD standards) to teach this class, or assign qualified facilitators (according to Ballinger ISD standards) to facilitate the courses offered;
 - ii. To identify students, entering their senior year of high school, that are not college ready as stated in HB 5;
 - iii. To provide resources required to teach or facilitate the college preparatory mathematics and English Language Arts courses;
 - iv. To identify successful completion of the course(s) on students high school transcripts as determined by the State of Texas;
 - v. To follow and deliver curriculum and Student Learning Outcomes determined by WTC;
 - vi. To provide assistance with college enrollment and financial aid applications;
- E. Ballinger ISD agrees to the following for the college preparatory mathematics courses:
 - i. To administer the WTC Mathematics department pre-assessment test;
 - ii. To provide, purchase, and utilize the program, HAWKES Learning Systems Pre Algebra and Introduction to Algebra programs, as used for WTC college prep students;

- iii. To decide if a qualified mathematics teacher (according to Ballinger ISD standards) will teach these classes, or if a qualified facilitator (according to Ballinger ISD standards) will guide students through material outlined in the online portion of the classes, or provide as a hybrid class with a mixture of online and textbook program;
 - iv. To assign and record appropriate grades for these classes on students high school transcripts;
 - v. To coordinate with WTC to schedule a time and date to administer the TSI Assessment Mathematics test;
- F. Ballinger ISD agrees to the following for the college preparatory English Language Arts course:
- i. To administer the WTC English department pre-assessment test;
 - ii. To provide and use curriculum outlined by INRW 0303 developed by the WTC English department for this course;
 - iii. To decide if a qualified English teacher (according to Ballinger ISD standards) will teach this class, or if a qualified facilitator (according to Ballinger ISD standards) will guide students through material covered in these courses;
 - iv. To assign and record appropriate grades for this class on students high school transcript;
 - v. To coordinate with WTC to schedule a time and date to administer the TSI Assessment Reading and Writing tests;
 - vi. To use the required grading rubric provided by WTC;
4. **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 law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Scurry County, Texas.
5. **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 has never been contained in it.
6. **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.

IN WITNESS WHEREOF, the partners hereto have executed this Memorandum of Understanding as of the year and day indicated:

Barbara R. Beebe
Dr. Barbara R. Beebe
President, Western Texas College

5 27 14 Date

Will Brewer
Mr. Will Brewer
Superintendent, Ballinger ISD

7/21/14 Date