

**MEMORANDUM OF UNDERSTANDING
FOR
DEVELOPMENT OF COLLEGE PREPARATORY
MATHEMATICS AND LANGUAGE ARTS COURSES**

This Memorandum of Understanding (“MOU”) is entered as of June 8, 2020 (the “Effective Date”) by and between the independent school districts and charter schools across Texas who elect to participate in the Texas College Bridge program (each a “school district”) and the institutions of higher education listed below (each an “institution of higher education”):

- Dallas County Community College District (“DCCCD”)¹
- The University of North Texas
- The University of North Texas at Dallas
- Texas A&M University at Commerce
- Texas Woman’s University

The school districts and the institutions of higher education may hereafter be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, pursuant to Texas Education Code (“TEC”) Section 28.014, 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 recognized a joint opportunity to create seamless pathways for students to enter into college level work in mathematics and English Language Arts without further remediation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above listed Parties, intending to be legally bound, agree as follows:

1. **Scope of Services.** The Parties agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this MOU as outlined below in the Support and Services portion of this MOU.

¹ During the Term of the MOU, it is anticipated that the DCCCD will receive approval from its accreditor to change from a junior college district comprised of seven (7) separately accredited institutions to a singly accredited institution. In connection therewith, and effective upon such accreditor approval, the DCCCD Board of Trustees has approved and authorized a change of name for the DCCCD to “Dallas College.” This change of name shall only effect a change of name for the DCCCD and all rights and obligations of the parties to the MOU are unaffected by the name change. There shall be no creation of a new entity, nor any transfer of assets, rights or obligations of the DCCCD to a new entity as a result of this name change and the DCCCD acknowledges and agrees that the change of name shall in no way affect its legal liabilities or obligations under the MOU. The DCCCD shall fully honor said legal obligations or commitments as if they had originally been made in the name of Dallas College. Upon the effective date of any name change, the DCCCD shall undertake to file all appropriate documentation with any governmental authority to memorialize the name change.

2. **Term.** This MOU shall begin on the Effective Date and continue for a period of five years, ending on June 8, 2025. Any Party may terminate its membership in this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other Parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the Parties.

3. **Support and Services.** The Parties agree to the following respective duties and responsibilities:
 - A. Each institution of higher education agrees:
 - i. To share data and provide feedback regarding student success in 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;
 - iv. To assist in supporting course goals, objectives and criteria for student mastery in accordance with state guidelines;
 - v. To provide input on common assessment tasks for each course;
 - vi. To review course outcomes, content, exams, and other program elements; and
 - vii. To exempt students in accordance with TEC 51.338.

 - B. Each school district agrees:
 - i. To provide qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready in accordance with Section 28 of the TEC;
 - 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 rigorous instructional lessons aligned to the personalized needs of students and college readiness outcomes, and to implement the model with fidelity;
 - vi. To administer personalized and aligned assessments for each course;
 - vii. To follow mutually agreed upon protocols for determining successful completion; and
 - viii. To provide assistance with college enrollment and financial aid applications.

 - C. Students will be supported by school district personnel trained to help guide students to demonstrate agreed upon learning outcomes. The Parties agree to use the college readiness systems provided by Ed Ready (NROC), along with assessments, to provide students with a personalized intervention plan through the agreed upon intervention tools provided by Ed Ready. Each Party will be responsible for securing its own contractual arrangements and services from Ed Ready necessary to facilitate their performance under this MOU.

4. **No Exchange of Funds.** There will be no exchange of funds between Parties unless otherwise agreed by the Parties in writing. Each Party will arrange for funding to discharge its respective responsibilities. The ability of the Parties to carry out their responsibilities under this MOU is subject to their respective funding procedures and the availability of appropriated and/or allocated funds. Should a Party encounter budgetary constraints in the course of its performance of this MOU that may affect the activities to be carried out under this MOU, that Party will notify and consult with the other Party(ies) in a timely manner.

5. **FERPA.**

A. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, the educational records of students (“Educational Records”) protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), each Party designates the other as a “School Official” with “Legitimate Educational Interests” in; and the Parties acknowledge and agree that for the purposes of this MOU, it will be designated as a “School Official” with “Legitimate Educational Interests” in such Educational Records. As a “School Official” with “Legitimate Educational Interests,” as those terms have been interpreted by the U.S. Department of Education under FERPA, the Parties agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99(a) on School Officials. The Parties further agrees to maintain such Educational Records in accordance with the requirements of FERPA. The Parties agree to regard all Educational Records as confidential and shall not disclose such Educational Records to any third party, except as permitted or required by this MOU, required by law, or as otherwise authorize by the Parties, as appropriate, in writing.

B. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, personally identifiable student information (“PII”) from an Educational Record, each Party agrees to comply with all provisions of FERPA and Texas law as they apply to PII, and to use such PII pursuant to this MOU and in compliance with the terms and conditions of this MOU and only for such purposes as may be authorized in this MOU. As used in this Section, PII means that student information identified as such in FERPA 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. Only authorized officers and employees of the Parties with a legitimate interest in PII as delineated by the parameters of this MOU shall view and have access to PII information. The Parties understand that PII from Educational Records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Parties shall not redisclose PII in any way that causes a breach in confidentiality.

6. **Non-Compliance.** Notwithstanding any provision herein to the contrary, any Party 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, this MOU may be terminated immediately upon written notice as set forth in Section 7 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 Dallas County Promise:

Kristyn Edney
Director of College Readiness & Success
Dallas County Promise
3800 Maple Dr., Suite 800
Dallas, TX 75219

If to an institution of higher education:

Notice and communication shall be addressed to the signatory for the Party listed on the separate signature page attached hereto

8. **Amendment and Modification.** No modification, amendment or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.
9. **Counterparts:** This MOU may be signed in any number of separate counterparts, no one of which need contain all of the signatures of the Parties, and as many of such counterparts as shall together contain all of the signatures of the Parties shall be deemed to constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.
10. **Signatory Approval:** The undersigned Parties represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized. By signing this MOU, each Party binds themselves to the faithful performance of their respective obligation set forth herein. It is mutually understood that this MOU becomes effective between the Parties on the Effective Date set forth above.

[Separate Signature Page Attached]