

**2022-2023**  
**COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS**  
**COURSES MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**AND**  
**VICTORIA COLLEGE**

VICTORIA COLLEGE (herein referred to as VC) and NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (herein referred to as NSCISD) enter the following Memorandum of Understanding (MOU) for the continuation of College Preparatory Courses in Mathematics and English Language Arts (herein referred to as College Preparatory Courses) as of July 15, 2022. Both VC and NSCISD together will be referred to as “Parties.”

The purpose of this MOU is to outline the collaboration between VC and NSCISD for continuing College Preparatory Courses in Mathematics and English Language Arts (ELAR) for high school students who have not demonstrated college readiness.

1. **SCOPE OF SERVICES.** In accordance with the 83<sup>rd</sup> Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (TEC) 28.014, School District shall collaborate with an Institution of Higher Education to develop and provide courses in College Preparatory Mathematics and English Language Arts. The College Preparatory Courses must be designed:
  - A. for students at the 12<sup>th</sup> grade level whose performance on:
    - i. an end-of-course assessment instrument does not meet college readiness standards; or
    - ii. coursework, a college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
  - B. to prepare students for success in entry-level college courses.

Additionally, VC and NSCISD agree to collaborate to maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. VC will provide information and will be available to meet, as needed, with NSCISD to evaluate the effectiveness of the curriculum.

2. **TERMS.** Subject to any annual approvals that may be required by law, by the Texas Education Agency (TEA), or by the Texas Higher Education Coordinating Board (THECB), the term of this MOU shall commence upon the date that the last of the Parties has signed this MOU (Commencement Date) and shall end on July 14, 2023. Notwithstanding the foregoing, the Parties acknowledge and agree that a condition precedent to a party’s signing the MOU is approval of the MOU by that party’s governing board. Upon mutual written agreement by the Parties and approval as may be required by the Parties’ governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term (Renewal Term).

3. **COURSE DEVELOPMENT/CURRICULUM.**
- A. The College Preparatory Courses (INRW 0301, MATH 0301, and MATH 0303) were developed by Victoria College and agreed upon by NSCISD. VC and NSCISD academic representatives agreed on the alignment of College Preparatory Courses outcomes and school curriculum including but not limited to length of the College Preparatory Courses. Alignment is consistent with the College and Career Readiness Standards (CCRS) which are incorporated into the Texas Essential Knowledge and Skills (TEKS).
  - B. The academic representatives developed basic syllabi for the College Preparatory Courses satisfying requirements of VC and NSCISD to include course identifying information, student learning outcomes, instructional materials, and performance measures.
  - C. Students enrolled in College Preparatory Courses will not earn college credit for those courses. NSCISD will monitor the quality of instruction to ensure the quality of the course matches the course taught on the VC campus.
  - D. NSCISD will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.
  - E. An agreed upon pre-assessment for diagnostic purposes may be administered to all students enrolled in the College Preparatory Courses.
4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION.** NSCISD will assign highly qualified faculty to each high school offering the College Preparatory Courses. VC will meet as needed with NSCISD to ensure that each course is aligned with the department's expectations.
5. **LOCATION OF CLASSES.** College Preparatory Courses developed will be held on the campus of the NSCISD high schools offering the course(s).
6. **PARENTAL INVOLVEMENT AND OUTREACH.** NSCISD shall provide a notice to each district student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Courses. NSCISD personnel, counselors, and administrators will be responsible for all communication with parents. VC personnel will not be expected to communicate with parents.
7. **IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS.** NSCISD will assume responsibility for providing information to potential college preparatory students. VC may collaborate with the NSCISD to hold an information session at the high school campus for potential students and their parents.
8. **COURSE SUCCESS AND COLLEGE READINESS.**
- A. College readiness for each of the College Preparatory Courses will be determined using the Texas Success Initiative Assessment (TSIA).
  - B. For the College Preparatory Courses in mathematics, VC recommends the MATH 0301 College Preparatory Course in the fall semester. Students who earn the current college readiness mathematics TSIA score will be deemed college-ready and may enroll in any entry-level college-level mathematics

course in the spring semester. For students who earn a grade of 70 or above in MATH 0301 but do not meet the TSI standards, VC recommends MATH 0303 in the spring semester. Upon successful completion of MATH 0303, VC recommends retaking the TSIA.

C. For the ELAR (INRW 0301) College Preparatory Courses, students who earn the current reading and writing college readiness TSIA score will be deemed college-ready and may enroll in ENGL 1301 (English Composition) the following semester. Students who do not meet the TSIA standards will enroll in the required high school course.

D. Students are encouraged to take the Texas Success Initiative Assessment (TSIA) at any point during these College Preparatory courses. Students who demonstrate college-readiness on the TSIA in reading/writing and/or mathematics may enroll in courses at any public college/university in Texas with a prerequisite of TSI complete in reading/writing or math, respectively.

9. **PROFESSIONAL DEVELOPMENT.** VC will provide information and will be available to meet, as needed, with NSCISD to ensure that College Preparatory Courses are aligned with the department's expectations. Appropriate NSCISD high school faculty are encouraged to request assistance as needed. VC and NSCISD will develop and provide professional development opportunities for the teachers responsible for the College Preparatory Courses, as needed. Designated VC personnel will coordinate these training opportunities.

10. **CURRICULUM EVALUATION.** The evaluation of the College Preparatory Courses will include, but is not limited to, pass rates of the exit exam (TSIA scores), qualifications of College Preparatory Courses' instructors, and students' success in corresponding VC gateway courses (when applicable). The curriculum evaluation results will be shared with NSCISD and VC administration and will be used in the creation of ongoing professional development.

11. **TRANSCRIPTION OF CREDIT.** Transcription of high school credit and assessment results are the responsibility of NSCISD. NSCISD determines how the grades will be recorded in the high school transcript for GPA and ranking purposes.

12. **COMPLIANCE.** NSCISD agrees:

A. To certify that their sites are Americans with Disabilities Act (ADA) compliant.

B. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g.

C. In all cases, to comply with all federal, state, and local laws applicable to this MOU.

D. To have in place and abide by a policy prohibiting sexual harassment.

13. **AMENDMENTS/REVISIONS.** This MOU may only be amended by mutual written agreement of the parties.

14. **NOTICE.** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and

are considered to have been given at the time of personal delivery or mailing.

15. **TERMINATION.** VC or NSCISD reserve the right to terminate this MOU upon service of notice to the other party sixty (60) days prior to the expiration of any academic term during the Term or Renewal Term of this MOU.

All notices, demands, or requests to VC shall be given or mailed to:

Dr. Jennifer Kent  
President  
Victoria College  
2200 E. Red River  
Victoria, TX 77901

All notices, demands, or requests to NSCISD shall be given or mailed to:

Mr. Jeff VanAuken  
Superintendent  
800 North Rancho Drive  
Nixon, TX 78140

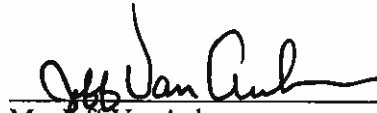
16. **CHOICE OF LAW.** This MOU is to be performed in Victoria County, Texas, and is governed by the Constitution and the internal laws of the State of Texas. The exclusive venue of any suit arising from this MOU shall be in Victoria County, Texas.
17. **NONASSIGNABILITY.** Parties herein shall not assign any interest in this MOU and shall not transfer any interest in same without prior written consent of the Parties.
18. **INDEPENDENT CONTRACTOR.** Parties shall provide services pursuant hereto, as independent contractors. The Parties understand that the tasks, the details of which the Parties do not have legal right to control and no such control are assumed by this MOU. This MOU does not create an employment relationship, partnership, or joint venture between the Parties (or its employees). None of the Parties nor its employees shall be deemed employees of one another for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by a party.
19. **NO THIRD PARTY BENEFICIARIES.** Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this MOU or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.
20. **COUNTERPARTS.** This MOU may be executed in counterparts, each one of which shall be an original, and different Parties may sign different counterparts, all of which shall constitute but one document.
21. **ENTIRE AGREEMENT.** This MOU and any and all exhibits attached thereto shall constitute the complete agreement between the Parties relating to the subject matter herein and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be signed by its duly authorized officer, to become effective as of the date stated above.

**VICTORIA COLLEGE:**

 1/26/22  
Dr. Jennifer Kent Date  
President

**NSCISD:**

 8-1-22  
Mr. Jeff VanAuken Date  
Superintendent