

**Cisco College**  
**Memorandum of Understanding**  
**Partnering School Districts and Cisco College**  
**College Prep Mathematics and English Language Arts Courses**

This Memorandum of Understanding (“MOU”) is entered into as of the 22nd day of August, 2022 (the “Effective Date”) between Clyde ISD (“CISD”), a Texas Independent School District located at 526 Shalimar Dr., Clyde, Texas 79510 and Cisco College (“CC”), a two-year college system located at 101 College Heights, Cisco, Texas 76437 and 717 E. Industrial Blvd., Abilene, Texas 79602.

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, the parties have agreed to enter into a collaborative agreement where students at the ISD who are deemed to not be college ready per House Bill 5 and House Bill 10. Whereas, CISD and Cisco College jointly recognize an opportunity to better prepare students for college curriculum and to reduce college entry barriers and increase the likelihood of student success.

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, CISD and CC, intending to be legally bound, agree as follows:

1. **Scope of Services.** CISD and CC agree to collaborate to develop and maintain college pre mathematics and English language arts courses that meet the terms of this agreement as outlined below in the Support and Services section of this MOU. CISD and CC will meet periodically to maintain the integrity and evaluate the effectiveness of the program.
2. **Term.** The initial term of this MOU shall begin on August 22, 2022, and continue for a period of one year. Thereafter, CC may renew this MOU for another year by delivering written notice to CISD. 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 a mutually agreed to by the parties.
3. **Support and Services.** CISD and CC agree to the following conditions:
  - a. CC agrees to the following for both mathematics and English language arts college prep courses.
    - i. To share curriculum, syllabi, learning objectives, and sample assignments from MATH 1314, DERW 0303 and any other appropriate college courses

for use of college prep curriculum development; To provide information and training pertaining to the Texas Success Initiative (“TSI”) assessment; To provide access to the mathematics and English language arts division chairs/department heads or their designee for support and consultation; To enroll students who successfully complete the college prep course and meet Texas Success Initiative (TSI) standards; To provide book, supplies and technology recommendations for each course; To meet with CISD administrators and faculty when requested, subject to CC faculty and staff availability and schedule.

b. CISD agrees to the following for both the mathematics and English language arts college prep courses:

i. To provide highly qualified instructors for the courses being taught; To identify students who are not college ready as stated in HB5; To provide professional development and resources required to teach the mathematics and English language arts courses; To provide curriculum designed to better prepare students for college curriculum and the TSI assessment for each course; To administer the TSI assessment at the conclusion of the college prep course to determine college readiness; To provide assistance with college enrollment and financial aid applications. The student will receive credit for the high school PEIMS course if they earn a 70 or above regardless of their TSI score in the end.

4. **Non-compliance.** Notwithstanding any provision herein to the contrary, if CISD 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 from CC, this MOU may be terminated immediately upon written notice from CC, in CC sole discretion.

5. **Liability.** Neither CC or its board members, officers, faculty or employees shall be held liable for any claims or cause of action from any groups arising from this partnership or use of college materials or curriculum. Student success and any metrics used to evaluate the successfulness of the college prep courses are not to be representative of CC or its board members, officers, faculty, or employees.

6. **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by the U.S. postal service, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon earlier of (a) the date 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:

a. If to CISD:

i. Paula I. Kinslow, Director of Curriculum, 526 Shalimar Dr., Clyde, Texas 79510.

b. If to CC:

i. Tianay Bralley, Director of Dual Credit Programs, 717 E. Industrial Blvd., Abilene, Texas 79602.

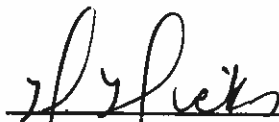
c. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

7. Relationship of the Parties. It is understood and agreed that CC is a separate legal entity from ISD and CC is not an employee, agent, joint venture, or partner of CISD. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CISD and either CC or any employee or agent of CC.

8. 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.

Executed August 22, 2022

Cisco College

  
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Heather Hicks

Vice President of Instruction

9-19-22

Date

Clyde ISD

  
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Signature

Paula L. Kinstow

Printed Name

Director of Curriculum

Title

9/19/2022

Date