

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
EVERMAN INDEPENDENT SCHOOL DISTRICT
COLLEGE PREPARATORY COURSES
STATE OF TEXAS

This agreement, made and entered into on May 15, 2018, by and between the Tarrant County College District, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and Everman Independent 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 May 15, 2018, and ending on May 14, 2021. 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 not to 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, both institutions will encourage students who enroll in the preparatory courses to take the Texas Success Initiative Assessment immediately upon completion of the coursework. Students will be provided with information that outlines the limitations of the 1-year exemption and the option for the 5-year met status.

SUPPORT AND SERVICES

COLLEGE DISTRICT and SCHOOL DISTRICT agree to the following conditions:

1. COLLEGE DISTRICT agrees to the following for the college preparatory mathematics course:
 - i. To provide the Student Learning Outcomes for MATH 0361 and MATH 0362;
 - ii. To provide the syllabi for MATH 0361 and MATH 0362;
 - iii. To provide test reviews so that SCHOOL DISTRICT partners understand level of difficulty expectations;
 - iv. 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;
 - v. To provide course shells used for MATH 0361 and MATH 0362 courses;
 - vi. To provide professional development training for SCHOOL DISTRICT teachers selected for teaching the HB5 course(s) that includes course reviews as well as software introduction;
 - vii. To provide a mathematics liaison for SCHOOL DISTRICT and its participating teachers;
 - viii. To exempt students from TSI testing who successfully complete the college preparatory mathematics course with a grade of 70 or above;
 - ix. 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;
 - x. To provide materials used in TCCD mathematics NCBO (Non-Course-Based-Option) and College Readiness Program for use by SCHOOL DISTRICT with students who do not achieve TSI exempt or met status in math after completion of the college preparatory mathematics course and TSI Assessment exam.

2. COLLEGE DISTRICT agrees to the following for the college preparatory English language arts course:
 - i. To provide the Student Learning Outcomes for INRW 0399;
 - ii. To provide the syllabus for INRW 0399;
 - iii. To provide rubrics for evaluation of the essays required;
 - iv. To provide the final exam for the Integrated Reading and Writing (INRW 0399) course;
 - v. To provide standard course details so that SCHOOL DISTRICT can model the TCCD INRW 0399 course;
 - vi. To provide professional development training for SCHOOL DISTRICT teachers selected for teaching the HB5 course(s) that includes course reviews as well as optional software introduction;
 - vii. To provide a reading and writing liaison for SCHOOL DISTRICT and its participating teachers;
 - viii. To exempt students from TSI testing who successfully complete the college preparatory English language arts course with a grade of 70 or above;
 - ix. 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;
 - x. To provide materials used in TCCD reading and writing NCBO (Non-Course-Based-Option) and College Readiness Programs for use by SCHOOL DISTRICT with students who do not achieve TSI exempt or met status in math after completion of the college preparatory English language arts course and TSI Assessment exam.

3. SCHOOL DISTRICT agrees to the following for both the mathematics and English language arts courses:

- i. To identify students who are not college ready as stated in HB 5;
 - ii. To provide highly qualified instructors for the courses being taught;
 - iii. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - iv. To provide curriculum for the course that is consistent with TCCD Student Learning Outcomes;
 - v. To ensure that all eligible students complete a TCCD online application;
 - vi. To provide assistance with college applications, enrollment and financial aid applications;
 - vii. To identify successful completion of the course(s) and their final exam grades as applicable on the student SCHOOL DISTRICT transcripts as determined by the State of Texas PEIMS number;
 - viii. To provide an electronic file of the students' SCHOOL DISTRICT transcripts including successful completion of the HB5 courses and grades;
 - ix. To provide students who do not achieve TSI exempt or met status in mathematics, reading and writing after completion of the college preparatory mathematics and English language arts course with the opportunity to participate in a summer review session delivered by SCHOOL DISTRICT or in the College Readiness Program offered at TCCD; and
 - x. To ensure students enrolled in a summer review session delivered by SCHOOL DISTRICT retake the TSI Assessment exam at the conclusion of the session.
4. SCHOOL DISTRICT agrees to the following for the college preparatory mathematics course:
- i. To require participating teachers of the college preparatory Math IV course(s) to participate in the professional development training provided by TCCD personnel;
 - ii. To provide college preparatory courses modeled after MATH 0361 and MATH 0362;
 - iii. To provide and utilize software for each student enrolled in the course;
 - iv. To post college preparatory mathematics course(s) on the student SCHOOL DISTRICT transcript as independent, one-semester courses designated by course name;
 - v. To post the final exam grade and semester grade for each course on the student SCHOOL DISTRICT transcript; and
 - vi. To provide students who do not achieve TSI exempt or met status in mathematics after completion of the college preparatory mathematics course with the opportunity to participate in a summer review session delivered by SCHOOL DISTRICT or in the College Readiness Program offered at TCCD; and
 - vii. To ensure students enrolled in a summer review session delivered by SCHOOL DISTRICT retake the TSI Assessment exam at the conclusion of the session.
5. SCHOOL DISTRICT agrees to the following for the college preparatory English language arts course:
- i. To require participating teachers of the college preparatory English IV course(s) to participate in the professional development training provided by TCCD personnel;
 - ii. To provide college preparatory courses modeled after INRW 0399;
 - iii. To teach and grade the required essays according to the rubrics provided by TCCD;
 - iv. To provide and utilize optional software for each student enrolled in the course;
 - v. 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);
 - vi. To post college preparatory English language arts course(s) on the student SCHOOL DISTRICT transcript as independent, one-semester courses designated by course name;
 - vii. To post the final exam grade and semester grade for each course on the student SCHOOL

- DISTRICT transcript;
- viii. To provide students who do not achieve TSI exempt or met status in reading and writing after completion of the college preparatory English language arts course and with the opportunity to participate in a summer review session delivered by SCHOOL DISTRICT or in the College Readiness Program offered at TCCD; and
- ix. To ensure students enrolled in a summer review session delivered by SCHOOL DISTRICT retake the TSI Assessment exam at the conclusion of the session.

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 party.

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
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College District
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
Curtis Amos, Ed.D
Superintendent of Schools
Everman Independent School District
608 Townley Drive
Everman, Texas 76140

Executed May 15, 2018, the Tarrant County College District, signed by its Chancellor, and Everman Independent School District, signed by its Superintendent, thereby 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

By 
Eugene V. Giovannini, Ed.D.
Chancellor, Tarrant County College District

EVERMAN INDEPENDENT SCHOOL DISTRICT

By 
Curtis Amos, Ed.D.
Superintendent of Schools
Everman Independent School District

Prohibition on contracts with companies boycotting Israel. The following form must be completed and signed.

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning companies that boycott Israel thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code, section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes, and

(2) "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Does not boycott Israel currently, and

Will not boycott Israel during the term of the contract with Tarrant County College District.

Name of Business Entity:

Authorized Signature: 

Printed Name & Title: Curtis Amos, Superintendent