



# Ranger College

**MEMORANDUM OF UNDERSTANDING  
RANGER COLLEGE and COMANCHE Independent School District  
HB 5 College Prep Mathematics / English Language Arts Courses  
& Career Technical Education (CTE)**

This Memorandum of Understanding ("MOU") is entered into as of the 26<sup>th</sup> day of August, 2019 (the "Effective Date") between COMANCHE an independent school district, and Ranger College ("RC"), a two-year college system located at 1100 College Circle, Ranger, Texas 76470.

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; and to develop and provide career and technical training programs as needed.

WHEREAS the parties have agreed to enter into a collaborative agreement for students at ISD who are deemed not 'college ready' per TSI assessment and per House Bill 5, Section 10;

WHEREAS, COMANCHE Independent School District (ISD) and RANGER COLLEGE (RC) jointly recognized an opportunity to create seamless pathways for students to enter into college level coursework in mathematics and English Language Arts without further remediation;

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, COMANCHE ISD and RC, intending to be legally bound, agree as follows:

1. Scope of Services.

ISD and RC agree to collaborate to develop and maintain (college prep) 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. COMANCHE ISD and RC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. Term

The initial term of this MOU shall begin on August 26th, 2019 and continue for a period of one year. Thereafter, RC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to ISD. The initial term and new 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 to by the parties.

- iii. To provide the syllabi for the courses being offered; and
- iv. To provide the departmental final exams for the courses.

E. The ISD agrees to the following for the college preparatory mathematics courses:

- i. To provide technology resources (e.g., internet, computers);
- ii. To administer the RC departmental mathematics final exam for both MATH 0342 and 0314
- iii. To award credit for the course only if the student's final grade on both the final exam and the course is at least 70% or better;
  - If a student fails to complete MATH 0342 and/or MATH 0314, the student will not be deemed 'college ready' in mathematics.
- iv. To provide and utilize MyMathLab for each student enrolled in the course;
- v. To ensure that the student transcript for the fall semester will correspond to MATH 0342 and the spring semester will correspond to MATH 0314.
- vi. To ensure that the grading policy is agreed upon prior to the start of the course between the ISD and RC.

F. RC agrees to the following for the college preparatory English Language Arts course:

- i. To provide the Student Learning Outcomes;
- ii. To provide the curriculum for ENGL0300 and ENGL0301
- iii. To provide the syllabi for the courses being offered; and
- iv. To provide the final exam for ENGL0300 and ENGL0301

G. The ISD agrees to the following for the college preparatory English Language Arts course:

- i. To provide technology resources (e.g., internet, computers) to students for coursework;
- ii. To administer the mid-term and final exams for both courses;
- iii. To teach and grade the required essays according to the rubrics provided by RC (Texas College and Career Readiness Standards for Expository, Persuasive, and Analytical Writing Rubrics).
- iv. To teach two semesters of the course that focus on college readiness and literacy skills; and
- v. To award credit for the course only if the student's final grade on both the final exam and the course is at least 70% or better;
  - If a student fails to complete ENGL0300 and/or ENGL0301, the student will not be deemed 'college ready' in reading or writing.
- vi. To ensure that the grading policy is agreed upon prior to the start of the course between the ISD and RC.

4. Career & Technical Education(CTE)

Ranger College will partner with COMANCHE ISD to develop programs in collaboration with local business, labor, and community leaders to develop and provide the courses allowing a student to enter a career or technology training program or apprenticeship training program; or an internship required as part of accreditation toward an industry-recognized credential or certificate for course credit.

If to ISD:

GARY SPEEGLE

Superintendent

COMANCHE ISD

1414 N. AUSTIN

COMANCHE, TX 76422

If to RC:

Dr. William J. Campion or Designee

President

Ranger College

1100 College Circle

Ranger, Texas 76470

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.

Relationship with the Parties:

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

9. No Waiver of the ISD's Immunity

The execution of this MOU and the performance by the ISD of any of this obligations hereunder are not, and are not intended to waive or relinquish, and the ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the ISD, its trustees, officers, employees, or agents under federal or Texas laws.

10. No Third Party Beneficiaries

Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

11. 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 laws and provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Eastland County, Texas.

12. Entire Agreement

This MOU and the attachment and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between parties of this MOU.

13. Severability