

Memorandum of Understanding
Between
Sul Ross State University and Kermit Independent School District

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Sul Ross State University (hereinafter referred to as "SRSU"), and Kermit Independent School District, (hereinafter KISD), pursuant to the authority granted in compliance with section 28.014 of the Texas Education Code;

Whereas, the parties to this MOU desire to offer college preparatory courses (hereinafter referred to as "CPC") in math and reading/writing to students in ISD who do not have a Texas Success Initiative (hereinafter referred to as TSI) exemption in reading/ writing and/or math when they begin the 12th grade;

Whereas the ISD will implement the use of the Pearson product TSI/MyFoundationsLab as the curriculum for the CPCs,

Whereas, students who successfully complete the designated assessment(s) (to be determined) administered as part of the CPC will be determined to be TSI exempt in reading/writing and/or math,

Whereas, this TSI exemption will be in effect for one year from the end of the academic year in which the student successfully completed the CPC assessment;

Whereas, this TSI exemption will only be in effect for students who attend Sul Ross State University;

Now, therefore, the parties to this MOU mutually agree to the following:

1. Guiding Principles: SRSU and KISD will function on the following principles:
 - A. Establish a mutually beneficial partnership between SRSU and KISD that benefits both institutions and students
 - B. Collaborate in planning, implementation, and continuous improvement of the CPCs
2. Scope of Agreement: The Scope of the Agreement and the parties agree as follows:
 - A. Duties:
 1. KISD will
 - a. become a remote testing site (working with SRSU)
 - b. allow for a test day for CPC students to take the TSIA (depending on the number of sections a student must take, this can take from 1 ½ hours to 9 hours)
 - c. work with SRSU personnel to identify the objectives students must master in the CPC in addition to the TEKS of each course (see the TSI/MFL)
 - d. complete TSIA administration on KISDs campus by the end of the fourth week of class

- e. teach the CPCs
- f. purchase TSI/MFL licenses per student
- g. pay for each student to take the appropriate sections of the TSIA
- h. monitor the TSI/MFL administratively along with the SRSU CPC Coordinator to insure students are making progress within the 10-week licensing period each long semester
- i. send the SRSU CPC Coordinator a list of students who successfully complete the TSI/MFL modules

2. SRSU will

- a. support KISD in becoming a remote testing site for SRSU
- b. provide a proctor for the TSIA administration
- c. provide the TSIA objectives for each CPC
- d. connect KISD with the Pearson representative for training on TSI/MFL usage by KISD
- e. share with Admissions a list of all KISD students who successfully complete the CPC(s) and are TSI exempt in that area/those areas
- f. provide an SRSU employee to act as the SRSU CPC Coordinator

B. Term: Subject to prior termination or revocation of this MOU as provided in section C of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SRSU shall review this MOU and KISD may renew this MOU on the approval of SRSU.

C. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

D. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.

E. Limitations of Authority:

- 1. Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, or use of rights are granted or implied.
- 2. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding, or oral agreements between SRSU and KISD. Any representations, promises, or guarantees made but not stated in

body of this Agreement are null and void and of no effect.

3. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.

4. Neither party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

F. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

G. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

H. Venue: Venue to enforce this Agreement shall lie exclusively in Brewster County, Texas.

I. Miscellaneous Provisions:

1. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.

2. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.

3. If the Texas Higher Education Coordinating Board adopts new CPC guidelines during the term of this MOU, the new guidelines shall prevail.

J. Notice: Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Office of the President
Sul Ross State University
400 N. Harrison
C-100
Alpine, TX 79832

EXECUTED in duplicate original counterparts effective upon the date indicated above.

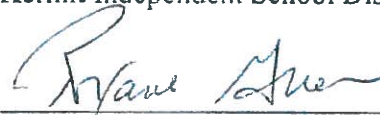
Sul Ross State University



President
Dr. Bill Kibler

9/4/19
Date

Kermit Independent School District



Superintendent *Interim*

~~Dr. [Redacted]~~
Roxane Greer

Aug 28, 2019
Date