

**2017-2020**  
**COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS**  
**COURSES MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**

---

**AND**  
**ALAMO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

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The ALAMO COMMUNITY COLLEGE DISTRICT (herein referred to as the “Alamo Colleges District”) on behalf of Northeast Lakeview College, Northwest Vista College, Palo Alto College, St. Philip’s College, and San Antonio College (herein referred to as the “College”), and The University of Texas at San Antonio (herein referred to as the “University”) and \_\_\_\_\_ (herein referred to as the “School District”) enter the following Memorandum of Understanding (“MOU”) for the creation of College Preparatory Courses in Mathematics and English Language Arts (herein referred to as “College Preparatory Courses”). Both “College” and “University” together will be referred to as the “IHE” the institution of higher education. Collectively the parties are referred to as “Parties.”

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses in Mathematics and English Language Arts (“ELAR”) for high school students who have not demonstrated college readiness (“Program”).

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 IHE 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, IHE and School District agree to collaborate to develop and maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. IHE and School District are required to meet at the onset of the MOU and may convene at least one time per year, to maintain the integrity and evaluate the effectiveness of the Program.

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 September 1, 2017 (“Commencement Date”) and shall end on

August 31, 2020 unless terminated earlier. 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"). As used in this MOU, "Term" shall mean the initial term. The initial term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU.

3. **COURSE DEVELOPMENT/CURRICULUM.**

- A. The College Preparatory Courses will be developed by IHE and School District. IHE and School District academic representatives will agree on alignment of College Preparatory Courses outcomes and school curriculum including but not limited to length of the College Preparatory Courses. Alignment will be consistent with the College and Career Readiness Standards ("CCRS") which are incorporated into the Texas Essential Knowledge and Skills ("TEKS").
- B. The academic representatives will develop a basic syllabus for the College Preparatory Courses satisfying requirements of the Parties 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. IHE will designate personnel to monitor the quality of instruction in order to ensure compliance with this MOU.
- D. School District 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 will be administered to all students enrolled in the College Preparatory Courses.

4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION.** School District will assign highly qualified faculty for each high school offering the College Preparatory Courses. Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate IHE faculty to ensure that each course is aligned with the Program's expectations.

5. **LOCATION OF CLASSES.** College Preparatory Courses developed will be held on the campus of the School District high schools offering the course(s).

6. **PARENTAL INVOLVEMENT AND OUTREACH.** School District 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. School District personnel, counselors, and administrators will be responsible for all communication with parents. IHE personnel will not be expected to communicate with parents.

7. **IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS.** Each School District will assume responsibility for providing information to potential college preparatory students. IHE may collaborate with the School District to hold an information session at the School District for potential students and their parents.
8. **COURSE SUCCESS AND COLLEGE READINESS.**
  - A. An end-of-course assessment instrument for each of the College Preparatory Courses will be developed and adopted by IHE and School District to ensure the rigor of the College Preparatory Courses. This assessment will account for at least 15% and no more than 20% of the final average which will be dependent on local policy.
  - B. For the ELAR and Mathematics College Preparatory Courses, a student earning a grade of 75 or above in a particular course will demonstrate proficiency in the course and will be eligible to enroll in an entry-level college level English composition or Mathematics course. A student earning a grade between 70 to 74 will receive high school credit for that course but will not have demonstrated college-readiness.
  - C. Specific to the Mathematics College Preparatory Courses, assessments will comprise 80% of the final course grade with no single assessment weighted over 20 %. If a School District allows students to re-test, the score on this assessment must be limited to a 70.
  - D. Specific to the ELAR College Preparatory Courses, 80% of the final grade will be on portfolio grades.
  - E. Successful completion of the college level course will demonstrate Texas Success Initiative (“TSI”) compliance.
9. **PROFESSIONAL DEVELOPMENT.** Appropriate School District high school faculty will meet regularly, at least one time per year with appropriate IHE faculty to ensure that College Preparatory Courses are aligned with the Program expectations. IHE and School District will develop and provide professional development opportunities for the teachers responsible for the College Preparatory Courses. Designated IHE personnel will coordinate and convene these training opportunities. Evidence of completion of professional development activities will be granted by an approved service provider.
10. **DATA SHARING.** The School District will share College Preparatory course scores (grades) and submit to the IHE in the agreed upon technical format that facilitates official delivery/receipt. IHE will use College Preparatory scores for placement purposes as outlined by TSI, Texas Education Code Sec. 51.3062 and scores will be electronically input into the IHE’s official system of records. The school district and IHE agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 (“FERPA”). The IHE will use students’ college preparatory scores as assessment score data exclusively for official business related to the College Preparatory program.

11. **PROGRAM EVALUATION.** School District and IHE will develop a plan for the evaluation of the College Preparatory Courses to be completed each year of the MOU. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, satisfactory progress in the College Preparatory Courses, state assessment results, SAT/ACT, TSI readiness, qualification of College Preparatory Courses’ instructors, and adequate progress toward the college-readiness of the students in the College Preparatory Courses. Periodic independent evaluation of College Preparatory Courses’ content and delivery will be coordinated by Education Service Center-Region 20 (“ESC-20”). The Program evaluation will consist of a rigorous review to include data of student success in corresponding IHE gateway courses. The Program evaluation results will be shared with School District and IHE administration and will be used in the creation of ongoing professional development.
12. **TRANSCRIPTION OF CREDIT.** Transcription of high school credit and assessment results is the responsibility of School District. School District determines how the grades will be recorded in the high school transcript for GPA and ranking purposes. IHE and School District will use an agreed upon nomenclature for determining TSI-compliance.
13. **COMPLIANCE.** School District 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.
14. **AMENDMENTS/REVISIONS.** This MOU may only be amended by mutual written agreement of the Parties.
15. **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.
16. **TERMINATION.** Each party to the MOU reserves the right to terminate this MOU upon service of notice to the other Parties to the MOU 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 IHE shall be given or mailed to:

Vice Chancellor for Academic Success  
Alamo Colleges  
201 W. Sheridan  
San Antonio, Texas 78204  
Tel: 210-485-0160  
Email: [jfabianke@alamo.edu](mailto:jfabianke@alamo.edu)

Assistant Vice-President for P-20 Initiatives  
The University of Texas at San Antonio  
501 W. Cesar E. Chavez Blvd.  
San Antonio, Texas 78207  
Tel: 210-458-2829  
Email: [Joseph.Kulhanek@utsa.edu](mailto:Joseph.Kulhanek@utsa.edu)

With Copy To:

General Counsel  
201 W. Sheridan  
Alamo Colleges  
San Antonio, Texas 78204  
Tel: 210-485-0050  
Email: [pmeurin@alamo.edu](mailto:pmeurin@alamo.edu)

With Copy To:

Office of Legal Affairs  
One UTSA Circle  
The University of Texas at San Antonio  
San Antonio, Texas 78249  
Tel: 210-458-4105

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

\_\_\_\_\_  
[Name]  
\_\_\_\_\_  
[Title]  
\_\_\_\_\_  
[Address]  
\_\_\_\_\_  
Tel: 210/  
Email: \_\_\_\_\_

- 17. **CHOICE OF LAW.** This MOU is to be performed in Bexar 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 Bexar County, Texas.
- 18. **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.
- 19. **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.
- 20. **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.
- 21. **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.
- 22. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU obligates any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds,

services, or property among the various agencies and offices of IHE and School District will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

23. **COMPLIANCE WITH LAWS.** Parties will fulfill their respective responsibilities under this MOU in accordance with the provisions of law and regulation that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures.

24. **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.

**ALAMO COMMUNITY COLLEGE DISTRICT:**

APPROVED  
AS TO FORM ONLY  
  
GENERAL COUNSEL/ALAMO COLLEGES

By: \_\_\_\_\_  
Dr. Jo-Carol Fabianke                      Date  
Vice Chancellor for Academic Success

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO:**

By: \_\_\_\_\_  
Kathryn Funk-Baxter                      Date  
Vice President for Business Affairs

\_\_\_\_\_ **DISTRICT:**

By: \_\_\_\_\_  
Name    Date  
Superintendent / Principal