

2020-2025
COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS
COURSES MEMORANDUM OF UNDERSTANDING

BETWEEN
Judson ISD

AND
ALAMO COLLEGES DISTRICT
AND
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
TEXAS A&M UNIVERSITY-SAN ANTONIO

The Alamo Colleges District (ACD), 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 UTSA) and Texas A&M University (herein referred to as TAMUSA) and Judson ISD (herein referred to as the ‘School District’) enter the following Memorandum of Understanding (MOU) for the development and delivery of College Preparatory Courses in Mathematics and English Language Arts (herein referred to as ‘College Preparatory Courses’). ACD, UTSA & TAMUSA together will be referred to as the institution of higher education (IHE). 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 developing, maintaining and delivery of College Preparatory Courses in Mathematics and English Language Arts (‘ELAR’) for high school students who have not demonstrated college readiness. College Preparatory Courses will be referred to as the “Program.”

1. **SCOPE OF SERVICES.** In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (“TEC”), Chapter 28, Subchapter A, §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 12th-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, 2020 (“Commencement Date”) and shall end on August 31, 2025 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 and reviewed for improvement 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. Evidence for completion of College Preparatory Courses must be identified on students’ transcript appropriately as CP110100 College Preparatory Course English Language Arts and CP111200 College Preparatory Course Mathematics. Evidence of completion may include student transcripts and/or any other local design as agreed upon by respective Parties.

C. The academic representatives will develop, and revise accordingly, 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. Parties will agree upon course success and college readiness.

D. Students enrolled in College Preparatory Courses will not earn college credit for those courses.

E. School District will deliver College Preparatory Courses as outlined in applicable State rule(s) (see #1 Scope of Services. School district will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.

4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION.** School District will assign qualified faculty for each high school offering the College Preparatory Courses. Appropriate School District high school faculty will meet regularly, a minimum of one time per academic year, with appropriate IHE faculty to ensure that each course is aligned with the Program’s expectations. School District will be responsible in monitoring the quality of instruction in order to ensure compliance with this MOU. To keep abreast of training, and faculty to faculty sessions, it is highly recommended that high school faculty attend College Preparatory Course professional development offerings and for the School District to become a member of the College Preparatory Course Partnership Cooperative as provided by Region 20 Education Service Center.

5. **LOCATION OF CLASSES.** College Preparatory Courses deliver 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 as appropriate.
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 the course will demonstrate proficiency 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 based 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, a minimum of one time per academic year, with IHE faculty to ensure that College Preparatory Courses are aligned with the Program expectations. The School District will be responsible in ensuring high school faculty will be trained in teaching college preparatory courses. It is highly recommended that high school faculty attend College Preparatory Course professional development offerings and for the School District to become a member of the College Preparatory Course Partnership Cooperative as provided by Region 20 Education Service Center.

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. Data sharing will occur at a minimum once an academic year.
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 District
2222 N. Alamo
San Antonio, Texas 78215
Tel: 210-485-0160
Email: grailey@alamo.edu

Director of Instructional Outreach
The University of Texas at San Antonio
501 W. Cesar E. Chavez Blvd.
San Antonio, Texas 78207
Tel: 210-458-2763
Email: Abel.Gonzales@utsa.edu

Director of Procurement & Auxiliary Services
Texas A&M University-San Antonio
One University Way, Modular Bldg. 111
San Antonio, Texas 78224
Tel: 210-784-2030
Email: Daniel.Garza@tamusa.edu

Director of University Access
Texas A&M University-San Antonio
One University Way, Central Academic Bldg. 211
San Antonio, Texas 78224
Tel: 210-784-1449
Email: Briana.Hagelgans@tamusa.edu

With Copy To:

General Counsel
2222 N. Alamo
Alamo Colleges District
San Antonio, Texas 78215
Tel: 210-485-0050
Email: 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

With Copy To:

Office of General Counsel
Moore / Connally Building, 6th Floor
301 Tarrow Street
College Station, Texas 77840-7896
Tel: 979-458-6120
Fax: 979-458-6150

All notices, demands, or requests to School shall be given or mailed to (Point of Contact):

_____ Graciela De Anda _____ [Name]
_____ Post Secondary Education Director _____ [Title]
_____ 8205 Palisades Drive _____ [Address]
_____ Live Oak, TX 78233 _____
Tel: 210-945-5364
Email: gdeanda@judsonisd.org _____

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 COLLEGES DISTRICT:

_____ Date
 Dr. George Railey
 Vice Chancellor for Academic Success

THE UNIVERSITY OF TEXAS AT SAN ANTONIO:

_____ Kimberly

SCHOOL DISTRICT:

 _____ **6-18-2020**
 Superintendent Date

TEXAS A&M – SAN ANTONIO:

_____ Date
 Dr. Mike O'Brien
 Provost

Addendum

2020-2025 College Preparatory Mathematics and English Language Arts Courses

Memorandum of Agreement

Between Alamo Colleges District & Judson ISD

Approved and adopted by the respective Alamo Colleges as evidenced by the signatures of their respective presidents below.

Dr. Veronica Garcia
President, Northeast Lakeview College

Date

Dr. Ric Baser
President, Northwest Vista College

Date

Dr. Robert Garza
President, Palo Alto College

Date

Dr. Robert Vela
President, San Antonio College

Date

Dr. Adena Loston
President, St. Philip's College

Date

