

MEMORANDUM OF UNDERSTANDING

**[SCHOOL DISTRICT NAME],
EL PASO COMMUNITY COLLEGE, and
THE UNIVERSITY OF TEXAS AT EL PASO**

This Memorandum of Understanding (“MOU”) is entered into as of the _____ day of _____, 2014 between **[school district name]**, a Texas independent school district located at **[school district address]**, The El Paso County Community College District(**EPCC**), an institution of higher education located at 9050 Viscount Blvd., El Paso, Texas, 79925, and The University of Texas at El Paso (UTEP), a Texas State Institution of Higher Education and component institution of The University of Texas System addressed at 500 West University Avenue, El Paso, Texas, 79968.

WHEREAS, In accordance with House Bill 5, Section 10 of the 83rd Legislature (HB5), which amends Section 28.014(a) of the Education Code, 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 the parties have agreed to enter into a collaborative agreement to serve students at **[school district name]**, who are deemed to not be college ready per HB5, Section 10;

WHEREAS, **[school district name]**, EPCC, and UTEP jointly recognized an opportunity to create seamless pathways for students 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 contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **[school district name]**, EPCC, and UTEP, intending to be legally bound, agree as follows:

1. **Scope of Services.** **[school district name]** and EPCC agree to collaborate to develop and maintain developmental 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. **[school district name]** and EPCC will meet regularly with stakeholders to maintain the integrity and evaluate the effectiveness of the program.

UTEP agrees to provide advice and support as requested by EPCC as EPCC has sole responsibility to develop and maintain developmental mathematics and English language arts College Ready Courses for the students of Region XIX. UTEP will meet with EPCC upon their request to provide consult and guidance to assist in maintaining the integrity and evaluate the effectiveness of the program.

2. **Term.** The initial term of this MOU shall begin on **July 1, 2014** and continue for a period of three years. Thereafter, parties may renew this MOU for two (2) consecutive one (1) year terms by written notice **signed by a duly authorized representative of each party**. The initial term and any renewal term(s) are collectively referred to in this MOU as “Term.” **Any** party may terminate this MOU, without cause, upon at least thirty (30) calendar days with prior written notice to the

other parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

3. **Changes and Amendments.** This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.
4. **Support and Services.**

[school district name] and EPCC agree to the following conditions:

- A. **[school district name]** and EPCC agree to the following for both the mathematics and English language arts courses:
 - i. To share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
 - ii. To train advisors to recognize and honor course(s) on school district transcripts;
 - iii. To ensure that students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;
- B. **[school district name]** and EPCC agree to the following for the college preparatory mathematics course:
 - i. To contribute in the development of the Student Learning Outcomes agreed upon at the regional level;
 - ii. To provide guidance and participate in developing the syllabi for the courses being offered;
 - iii. To provide guidance and participate in developing the final exams for the courses;
- C. **[school district name]** and EPCC agree to the following for the college preparatory English language arts course:
 - i. To provide guidance and participate in developing the final exam for Integrated Reading and Writing course;
 - ii. To provide the types of essays required and participate in developing the rubrics for grading those essays;
 - iii. To contribute in the development of the Student Learning Outcomes agreed upon at the regional level;
 - iv. To provide guidance and participate in developing the syllabus for the course;
- D. **[school district name]** agrees to the following for both the mathematics and English language arts courses:
 - i. To provide highly qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready as stated in HB5;
 - iii. To provide professional development and resources agreed upon at the regional level required to teach the mathematics and English language arts courses;
 - iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;

- v. To provide curriculum for the courses that is consistent with Student Learning Outcomes agreed upon between all parties outlined in this MOU;
 - vi. To follow grading expectations agreed upon between all parties outlined in this MOU;
 - vii. To deny students enrolled in these courses exemptions from final exams;
 - viii. To provide assistance with college enrollment and financial aid applications;
- E. **[school district name]** agrees to the following for the college preparatory mathematics course:
- i. To administer the final exam and award credit for the course based on grading expectations agreed upon between all parties outlined in this MOU;
 - ii. To provide and utilize technology for each student enrolled in the course;
 - iii. To ensure transferability of the course grade, the student's grade for the course must meet the expectations agreed upon between all parties outlined in this MOU;
 - iv. Completion of the fall and spring semester courses with satisfactory performance as outlined above will ensure that the student is prepared for college level mathematics without further assessment or remediation;
- F. **[school district name]** agrees to the following for the college preparatory English language arts course:
- i. To administer the final exam and award credit for the course based on grading expectations agreed upon between all parties outlined in this MOU;
 - ii. To teach and grade the required essays according to the rubrics developed in collaboration between all parties outlined in this MOU;
 - iii. To provide and utilize technology for each student enrolled in the course;
 - iv. To ensure transferability of the course grade, the student's grade for the course must meet the expectations agreed upon between all parties outlined in this MOU.

EPCC and UTEP agree to the following conditions:

- G. EPCC and UTEP agree to the following for both the mathematics and English language arts courses:
- iv. To, subject to applicable law and limitation, share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
 - v. To train advisors to recognize and honor course(s) on school district transcripts;
 - vi. To ensure that students are advised and counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;
- H. UTEP agrees to support EPCC as the final decision maker for the following for the college preparatory mathematics and English language arts course and will contribute in the course development upon request of EPCC as follows:
- iv. To provide input in the development of the Student Learning Outcomes agreed upon at the regional level;
 - v. To provide input in the development of the syllabi for the courses being offered; and

- vi. To provide input in the development the final exams for the courses.
- I. UTEP agrees to accept the decisions of the Region XIX independent school districts and EPCC for both the mathematics and English language arts course in that completion of the fall and spring semester courses with satisfactory performance as jointly determined by EPCC and Region XIX independent school districts will ensure that the student is prepared for college level mathematics without further assessment or remediation.

Executed this _____ day of _____, 2014.

[School district name]

[Superintendent's name], Superintendent

THE EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

William Serrata, Ph.D., President

THE UNIVERSITY OF TEXAS AT EL PASO

Diana Natalicio, Ph.D., President