**MEMORANDUM OF UNDERSTANDING**

**COMMUNITY COLLEGES AND UNIVERSITES (LISTED)**

**COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES**

This Memorandum of Understanding (“MOU”) provides for reciprocal actions between the parties designated herein. There is no exchange of funds or any fees to be paid by either party to the other.

This MOU is entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015 (the “Effective Date”) between the listed community colleges (“Parties”) below:

* Austin Community College
* Central Texas College
* Hill College
* McLennan Community College
* Temple College
* Texas State Technical College

WHEREAS, The State of Texas mandated via TEC Sec. 28.014 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;

WHEREAS, regional independent school districts and charter schools and institutions of higher education in the region 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;

WHEREAS, institutions of higher education often share students with their regional school district partners;

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, the above listed members, intending to be legally bound, agree as follows:

1. Scope of Services. the colleges agree to collaborate in the development, maintenance and assessment of college preparatory 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. Develop, for this purpose may include roles of providing input to the course design, writing the course, writing the course assessment, reviewing course modules and providing input, or communicating course information.
2. Term. The initial term of this MOU shall begin on the June 15, 2016 and continue for a period of three years. Any party may terminate its membership in 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.
3. Support and Services. Parties agree to the following:

Colleges and universities who are parties to this MOU agree to the following for both the mathematics and English language arts courses:

1. To share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
2. To train advisors to recognize and honor course(s) on school district transcripts;
3. 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;
4. Provide input, write, review of course outcomes, syllabi, exams, and other program elements
5. Exempt students from TSI testing due to successful completion of the course in the local school district which is a party to this agreement
6. To accept students who are exempt at one institutions of higher education as exempt at their institutions as long as they abide by the terms of this agreement.
7. Non-Compliance. Notwithstanding any provision herein to the contrary, if either set of parties does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice this MOU may be terminated immediately upon written notice from either party.
8. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

* Austin Community College: Dr. Charles Cook, Vice President for Instruction
* Central Texas College
* Hill College: Dr. Rex Parcells, Vice President for Instruction
* McLennan Community College: Dr. Donnie Balmos, Vice President for Instruction
* Temple College: Dr. Mark Smith, Vice President for Instruction
* Texas State Technical College: Dr. Dale McCall, Vice President for Student Learning

1. 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 law’s provisions.

**AUSTIN COMMUNITY COLLEGE**

President Date:

**CENTRAL TEXAS COLLEGE**

President Date:

**HILL COLLEGE**

President Date:

**MCLENNAN COMMUNITY COLLEGE**

President Date:

**TEMPLE COLLEGE**

President Date:

**TEXAS STATE TECHNICAL COLLEGE**

President Date: