



**Memorandum of Understanding
Between the College Board
And
Mt. Diablo Unified School District**

- I. **This Memorandum of Understanding (“MOU”)** is entered into on ____ by the College Board, a New York Not-For-Profit corporation, and **Mt. Diablo Unified School District**. The purpose of this MOU is to outline the shared expectations, responsibilities, and commitments between the College Board and District with regard to establishing and supporting California AP[®] Expansion (CAPE) program.

This MOU supports a variety of activities which aim to support the implementation of successful AP courses and increase the number of students who demonstrate success in AP. District has designated the schools and AP teachers indicated in Attachment A to participate in this CAPE program (“Participating Schools”).

II. Background

The California Education Code was recently amended pursuant to Senate Bill 532 to require an annual review of AP course offerings to encourage California schools to offer at least five AP courses. To that end, the College Board with support from the California Department of Education and Senator Hernandez launched a pilot program to help bring Advanced Placement[®] (AP) courses into public schools that offer few AP courses but have students with strong potential to be successful in AP based upon PSAT/NMSQT^{®1} scores.

III. Collaborative Objectives and Acknowledgements

District and the College Board will work together to achieve the stated objectives of this program to meet their specific school(s) circumstances. The goals and objectives shall address the following key areas:

- i. Increase teacher capacity to offer AP courses at the school. Provide professional development (PD) for teachers to enable them to successfully teach AP courses that are new to the school or expand sections of existing AP courses;
- ii. Establish processes for identifying students with strong potential to be successful in AP using AP Potential™ Reports generated from PSAT/NSQMT data and other data available at the school (e.g. GPA, prerequisite courses, etc.). Establish enrollment policies;
- iii. Support communications to create awareness of AP courses among students and to encourage enrollment;

¹ PSAT/NMSQT is a registered trademark of the College Board and the National Merit Scholarship Corporation.

- iv. Encourage students to strive for high AP achievement and to take advantage of opportunities for additional support that might be available at the school (e.g. tutoring, study sessions);
- v. Ensure low-income students are taking advantage of available federal funding for their AP exams; and
- vi. Engage in an evaluation of this pilot program to determine lessons learned and to shape the program for the future.

The College Board will evaluate the extent to which the goals and objectives are achieved following the implementation of the new AP courses.

IV. Term

- A.** For schools that will begin new AP courses in Fall 2012, the term of this MOU will be May 1, 2012 – July 1, 2015. This covers time in 2012 for planning, teacher PD, and three years of offering the new AP courses. This will be followed by an evaluation using student and teacher data that will be made available to the College Board.
- B.** For schools that will begin new AP courses in Fall 2013, the term of this MOU will be January 1, 2013 – July 1, 2016. This covers time in 2013 for planning, teacher PD, and three years of offering the new AP courses. This will be followed by an evaluation using student and teacher data that will be made available to the College Board.

V. Responsibilities of the Parties

A. College Board Responsibilities

- 1. To manage the program to ensure that each school is able to fully benefit. This may involve phasing financial support to enable the maximum number of schools to participate. To provide full-tuition funding for each teacher identified by the District as indicated in Attachment A to participate in this program to attend one College Board AP Summer Institute.
- 2. To provide some financial support for textbooks and materials to be administered through Donorschoose.org. Work with Donorschoose.org to make this a simple and straightforward process with support for teachers along the way.
- 3. To fully explain the program, provide support in planning the program implementation for the District and provide an email box to answer questions as they arise; to manage webinars and face-to-face orientation sessions.

B. School/District Responsibilities

It is the responsibility of District to implement the strategies and tools so as to achieve the goals of this project. District shall:

1. Use College Board’s AP Potential data report to identify students with the potential to earn a qualifying score of 3 or higher based on each student’s individual PSAT/NMQST score analysis;
2. Invite those students with AP high potential to enroll in AP courses in addition to establishing an overall enrollment policy that meets the needs of that school;
3. Offer new AP courses in the subject(s) listed in Attachment A for three consecutive years;
4. Develop and implement an action plan that will establish the process to offer the new AP courses in the subjects listed in Attachment A;
5. Identify teachers in Attachment A (“Participating AP Teachers”) who will commit to:
 - i. Participate in an AP Summer Institute with their specific AP content area (e.g. register online, etc);
 - ii. Teach the AP courses as identified in Attachment A;
 - iii. Submit a syllabus for the AP Course Audit as required by the College Board’s AP Program;
 - iv. Define the textbook and materials that will be needed for that AP course;
 - v. Submit a project proposal to the Donorschoose.org to secure funding for the textbook and materials;
 - vi. Hold an information session at the school to create awareness of the new AP course identified in Appendix A and existing AP courses among students and recruit students to enroll; and
 - vii. Encourage students to participate fully in AP, take advantage of tutoring and support that might be available, take the AP exam, and take advantage of federal funding for the exam for low-income students.
6. Provide feedback on the CAPE program as part of the evaluation; and
7. Execute (or cause to be executed) any standard agreements or other documentation required to be executed in the normal course of business by other schools using AP, PSAT/NMQST and any other College Board programs and services referenced hereunder supplied to District separately.

VI. Points of Contact

All notices or other communications under this MOU shall be made to the parties at their respective addresses set forth below or such other addresses as may be later designated by such party to the other in writing:

To the College Board:

The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 713-8000
Fax: (212) 713-7730
Attention:

with a copy to:

Office of Legal Counsel

The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 713-8000
Fax: (212) 713-8036
Attention: General Counsel

To District:

With a copy to:

VII. Intellectual Property

District agrees and acknowledges that all intellectual property provided under or pertaining to the MOU, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the District.

VIII. Miscellaneous Provisions

A. Waiver. No provision of this MOU, or any breach of any provision of this MOU, may be waived unless the waiver has been expressly declared or recognized as a waiver in writing. No waiver of any breach of any provision of this MOU shall operate as a waiver of any other provision of this MOU or as a waiver of any subsequent breaches of the same or any provision of this MOU.

B. Mutual Cooperation. The College Board and DPS will cooperate with each other, reasonably and in good faith, for the purposes of facilitating the performance of their respective obligations and undertakings hereunder and to further the mission of CAPE Program.

C. No Third Party Rights. Nothing contained in this MOU, express or implied, establishes or creates any right in or remedy of, or any duty or obligation to, any third party.

D. Severability. In case any provision contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, such provision shall not affect any other provision of this MOU, and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

E. Entire Agreement. This MOU supersedes any prior oral and written proposals and communications between the College Board and DPS related to the CAPE program. This MOU may not be modified unless in writing and signed by both parties hereto.

F. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document.

Agreed upon this day _____, 2012

THE COLLEGE BOARD

Mt. Diablo Unified School District

By: _____

By: _____

Trevor Packer

Name:

Title: Senior Vice President, College
Readiness Systems

Title: Superintendent

ATTACHMENT A

Participating CAPE Program Schools, AP Subjects and AP Teachers

Participating Schools	AP Subject to be added	Date subject will begin to be taught	Name of Teacher
<Name of High School>	<Name of AP Subject>	<Fall 2012 or Fall 2103>	<Name of teacher>