



ALAMO COLLEGES DISTRICT
St. Philip's College

April 18, 2018

Dr. Kevin Sightler, Director of Substantive Change
Southern Association of Colleges and Schools
Commission on Colleges
1866 Southern Lane
Decatur, GA 30033

Dear Dr. Sightler,

In keeping with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), *Principles of Accreditation: Foundations for Quality Enhancement*, St. Philip's College (SPC) is pleased to address your request regarding the proposed dual degree program with Wuxi Institute of Technology (WXIT), China (**Attachment A**).

The requested revised, fully-executed copy of the Memorandum of Understanding including the required disclaimer is attached (**Attachment B**).

I look forward to continually working to ensure that St. Philip's College complies with all guidelines set forth by the Southern Association of Colleges and Schools Commission on Colleges. Please let me know if you have any questions or need any clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Maria Hinojosa".

Maria Hinojosa, Ed.D.
SACSCOC Accreditation Liaison, St. Philip's College

Attachment A



March 8, 2018

Dr. Adena Williams Loston
President
Saint Philip's College
1801 Martin Luther King Drive
San Antonio, TX 78203

Dear Dr. Loston:

Thank you for your letter of February 1, 2018, responding to the Commission's letter of December 5, 2017, regarding the dual degree program with Wuxi Institute of Technology (WXIT), China, effective spring 2018.

A fully-executed copy of the Memorandum of Understanding was provided. However, the required disclaimer was not included. The institution and partner institutions must include the following disclaimer from p. 2 of the *Agreements Involving Joint and Dual Academic Awards Policy and Procedures* in all materials describing the relationship.

[Name of SACSCOC member institution] is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award [state degree levels]. [Name of partner institution] is not accredited by SACS Commission on Colleges and the accreditation of [name of member institution] does not extend to or include [name of partner institution] or its students. Further, although [name of member institution] agrees to accept certain course work from [name of partner institution] to be applied toward an award from [name of member institution], that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from [name of member institution]. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

Please provide a fully-executed addendum or revision to the contract requiring the use of this disclaimer in all materials describing the relationship and document the institution's oversight of compliance with the disclaimer.

Once students complete the requirements for both programs they will be awarded an Associate of Applied Science (A.A.S.) degree in Mechanical Engineering and Automation from WXIT and an Associate of Applied Science (A.A.S.) degree in Manufacturing Operations Technician from the institution.

The institution will offer 25-49% of the A.A.S. degree program in Manufacturing Operations Technician at the WXIT off-campus instructional site. The institution will teach 19 credit hours (30%) of the 63 credit hour dual degree program at WXIT. All instruction for the dual degree program will be delivered at WXIT.

The site is:

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Wuxi Institute of Technology (WXIT)
West Gaolang Road 1600
Wuxi, Binhu District, Jiangsu Province, China 21421



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We defer again action concerning the dual degree program with Wuxi Institute of Technology and the off-campus site at WXIT pending review of the above requested information.

Best regards,

A handwritten signature in black ink, appearing to read "Kevin W. Sightler".

Kevin W. Sightler, Ph.D.
Director of Substantive Change

KWS/REZ:efk

cc: Dr. Maria Hinojosa, Director, Institutional Planning, Research, and Effectiveness
Dr. Patricia L. Donat

Attachment B

COOPERATION AGREEMENT

Between

**Wuxi Institute of Technology
The People's Republic of China**

And

**St. Philip's College; Alamo Colleges District,
United States of America**

March 2017

Agreement Between

Party A: Wuxi Institute of Technology

Address: West Gaolang Road 1600, Wuxi, Binhu District,
Jiangsu Province, China, 21421
Legal Representative: Gong Fang Hong
Contact person: Xiong Ying
Tel: 0510-81838700 Fax: 0510-81838702
E-mail: xiongy@wxit.edu.cn

Party B: St. Philip's College; Alamo Colleges District

1801 Martin Luther King
Legal Representative: Dr. Adena Loston
Contact person: Carol Fimmen
Tel: (210) 485-0159 Fax: (210) 486-9286
E-mail: cfimmen@alamo.edu

In accordance with *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* and *Regulations of the People's Republic of China on Implementation Methods for Chinese-Foreign Cooperation in Running Schools*, for the purpose of sharing the outstanding educational resources between them, carrying out reform on the curriculum structure and teaching content in Mechanical Engineering and Automation at Wuxi Institute of Technology and Manufacturing Operations Technician (MOT) at St. Philip's College; Alamo Colleges District, raising the level of training for high quality students with the ability to apply knowledge, the two parties enter into this agreement on the basis of discussion and deep understanding, after friendly negotiation, for non-profit, and with a willingness to have a fair, mutual beneficial cooperation.

Additionally, St. Philip's College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associate of arts and associate of science degrees. Wuxi Institute of Technology is not accredited by SACS Commission on Colleges and the accreditation of St. Philip's College does not extend to or include Wuxi Institute of Technology or its students. Further, although St. Philip's Colleges agrees to accept certain course work from Wuxi Institute of Technology, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from St. Philip's College. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

1 CONTENT AND MODEL

1.1 Cooperation Specialization

The cooperation between Party A and Party B offers a three-year program in Mechanical Engineering and Automation to be implemented at Party A. Both parties collaboratively design the training program and reflect their mutual detailed commitments in an implementing agreement.

1.2 Collaboration Length of Schooling

The length of the training program is three years of full-time study with all instructions delivered at Party A.

1.3 Student Entrance Requirements

Students entering the dual degree program must fulfill the following requirements:

- a) Complete an international student application;
- b) Apply and be admitted to the Alamo Colleges' St. Philip's College;
- c) Complete an English language pre-assessment or provide evidence of completion of the TOEFL examination with a score of at least 500. Students not meeting language proficiency requirements must enroll in an English as a Second Language (ESL) program at St. Philip's College; Alamo Colleges District upon admission into the Dual Degree Program;
- d) Complete a minimum of 30 credit hours at Wuxi Institute of Technology and be in good academic and disciplinary standing prior to the start of the dual degree program; and
- e) Complete and submit an application for the dual degree program while enrolled at Wuxi Institute of Technology.

1.4 Awards

Students registered in the program study for 3 years. After completing all courses in the collaboratively designed training plan and acquiring 120-128 credits, Party A will issue a Wuxi Institute of Technology diploma, and Party B will issue a graduation diploma which is exactly the same certificate as all current students graduating from Party B within the same major. If students cannot complete all course work, Party A will arrange for students to proceed according to related scholastic registry regulations; Party B will provide a certificate of completion for the corresponding courses completed.

The vocational school diploma conferred by Party A shall be consistent with the diploma awarded to those students of the same major in non-Chinese-Foreign Collaborative program. The graduation diploma conferred by Party B shall be recognized and consistent with the diploma awarded to the students in its home country. The diploma will not be marked on any other words for both parties.

1.5 Teaching and Quality Control

(1) Teaching will be implemented according to specialized cooperative teaching plan collaboratively designed by both parties (see appendix for course setup). The

standards of collaboratively formulated training plan, curriculum setup, and curriculum content should not be lower than domestic standards at Party B and must be in compliance with SACSCOC. At least one-third of this program's total curriculum and specialized core curriculum implemented at Party A should be provided by Party B.

(2) Teaching will be implemented according to a specialized teaching plan. The number of specialized major courses and teaching hours taught by Party B teachers at Party A should account for at least one-third of this program's total courses and teaching hours.

(3) For fundamental courses and specialized fundamental courses (for example, compulsory courses stipulated by Chinese educational administrative departments), Party A will provide teachers and all teaching materials which are considered of acceptable standards by Party B. Lessons, homework, and tests etc. can be in Chinese.

(4) Specialized courses will be the responsibility of Party B who will provide teachers which are considered of acceptable aptitude by Party B who will provide a bilingual teacher. Party B will provide teaching materials and relevant study materials. Lessons, homework, tests, and other can be mostly based in English.

(5) Additional courses required for the dual degree with Party B will be the responsibility of Party B who will provide teachers who are considered of acceptable aptitude according to an agreed curriculum system and standard.

(6) A supervisor of teaching will be appointed who will promptly communicate about teaching situations, regularly report to the Joint Management Committee, and give advice.

2 RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of Party A

- (1) Responsible for filing an application for the program with Chinese educational administrative departments.
- (2) Guaranteeing the protection of all copyrights concerning Party B related to course content and diploma and obtaining authorization from Party B for use of Party B's brand name and images.
- (3) Responsible for most of the language training of students and guaranteeing that students meet the language requirements of Party B.
- (4) Responsible for market promotion and student recruitment in China.

- (5) Providing places, facilities, and maintenance for education and teaching.
- (6) Along with Party B, responsible for organizing and supervising student graduation thesis.
- (7) Providing one supervisor of teaching for the cooperative curriculum who will coordinate with the academic faculty advisor of Party B on related teaching matters.
- (8) Appointing a teacher especially responsible for student management work.
- (9) Responsible for assisting Party B's staff members with Chinese visa application and, if appropriate, providing convenient conditions for those teaching staff to teach and live at Party A
- (10) Responsible for regularly reporting teaching process and course evaluation results to Party B.
- (11) Responsible for collecting and archiving of all materials related to the program.
- (12) Organizing new student welcoming ceremony and planning graduation ceremony.

2.2 Responsibilities of Party B

- (1) Assisting Party A in recruiting students.
- (2) Handling the registration at Party B for students who have already registered in the dual degree program at Party A.
- (3) Providing English templates of curriculum, teaching materials, rules for study, and evaluation methods and standards, which conform to the requirements in the country of Party B.
- (4) Creating a free virtual campus; by means of CD-ROMs or the Internet, providing a copy of teaching materials.
- (5) Providing one supervisor of teaching for the cooperative curriculum who will coordinate with the supervisor of teaching of Party A on related teaching matters; Teachers from Party B are sent to Party A for teaching according to Curriculum of Mechanical Engineering and Automation made by both parties.
- (6) Responsible for evaluating and scoring tests for curriculum taught by Party B.

- (7) Along with Party A, responsible for organizing and supervising student graduation thesis.**
- (8) Attending new student welcoming and graduation ceremonies and issuing Party B's diploma.**

3 JOINT MANAGEMENT COMMITTEE

- 3.1 Party A and Party B will collaboratively establish a management committee to effectively run the dual degree program and to facilitate the development of other cooperative activities. The committee will consist of five members, three members from Party A and two from Party B. Party A shall nominate one person to be the director and Party B shall appoint one person to be the deputy director of the Joint Management Committee; other committee members will be managing members. Managing members will meet at least once a year and should immediately discuss related problems informally. Meetings and consultations may occur through electronic communication (e.g. teleconference or email).**
- 3.2 During the convening of committee meetings, there must be at least 3 persons present; decisions made in meetings are only effective when both parties will have at least 1 representative present.**
- 3.3 Committee members will supervise and approve all matters related to publicizing, managing, resource planning and teaching related to the program.**
- 3.4 Committee will write and archive an annual report in both English and Chinese.**
- 3.5 Decisions made by the committee can only take effect if over half of the committee members agree on the decision.**

4 FINANCIAL MANAGEMENT

- 4.1 Tuition standard for this cooperative program will be determined by Party A according to education and teaching costs and will be carried out after being reported to and approved by pricing departments in Jiangsu province.**
- 4.2 The program's collected fees shall be deposited into a special account for this cooperative program and will be earmarked for its use.**
- 4.3 Payment quota of the teaching costs occurred to Party B while implementing the program will be negotiated by both parties according to specific condition, with the intention that Party B will be paid its standard international tuition and fees.**

- 4.4 If a student can not graduate on time, an additional fee will be charged based on the number of credits the student must restudy.
- 4.5 Joint Management Committee will audit and make suitable adjustments to tuition fees according to the number of students, changes in the exchange rate, program development and new rules and regulations.
- 4.6 If the number of students enrolled in the program is below 20, the two parties will re-discuss future arrangements.

5 INTELLECTUAL PROPERTY RIGHTS

1. The intellectual property and teaching materials provided by Party A belongs to Party A. The intellectual property and teaching materials provided by Party B belongs to Party B. These materials are supplied solely for use in delivering the joint program.
2. Either party should not infringe on the intellectual property rights for any teaching outlines and curriculum provided by the other Party.
3. Matters not covered by this agreement shall be settled by friendly negotiation between the two parties.

6 CONFIDENTIALITY

1. The parties shall not, without the written consent of the other party, disclose any of the contents of this Agreement to any third party except for any necessary disclosure to professional advisers of that party or any organizations, government bodies, administrative departments, orders of courts of laws having jurisdiction over either party.

Party A shall not, without negotiating with and receiving written consent of Party B, propose a similar cooperative program with any other educational institution in Party B's home country.

7 DURATION, MODIFICATIONS, AND TERMINATION

1. Enrollment will be carried out for five consecutive years once the program is properly approved by the supervising authority. The period of cooperation between the two parties shall last for five years. Both parties shall carry out a review of the agreement six months prior to its expiration to decide whether to renew the agreement.
2. With the consent of both parties, this agreement may be modified. Any revisions

to the agreement should receive the approval of both parties' board of directors or related organization of leaders.

3. Either party may terminate this agreement by giving the other party no less than twelve (12) months advanced written notice. The party has the responsibility and obligation according to all provisions of this agreement, students who have registered before the date of termination should not be affected and should complete undergraduate program and acquire correspondent degree. The other party should positively cooperate with that party.
4. If either party is in material breach of this Agreement and, in the case of a breach capable of remedy within 60 days, the breach is not remedied within 60 days of the other party receiving notice specifying the breach and requiring its remedy, the other party may terminate this Agreement at any time by notice in writing to the other party.
5. Should either party or both parties agree to terminate this agreement, no more students would be recruited to the dual degree program.

8 BREACH

In the event that either party is in serious breach of the agreement and the appendix to the agreement which causes the failure of the regular implementation of this agreement, , the non-breaching party shall be reimbursed by the other Party for all expenses properly incurred on delivering the Program, including expenses falling due for payment after the date of termination which arise from commitments reasonably and necessarily incurred by the non-breaching party for the performance of the Program. If this Agreement is terminated in terms of all provisions of this Agreement must be honored with respect to students who are already registered in the Program.

2. In the event of default by either party in paying any monies due under this Agreement, the defaulting party shall pay interest thereon at the rate of 5% per annum above the base rate current at the time of the Bank of Australia if Party A defaults, or the Bank of China if Party B defaults, and that from the date of default until such monies (and all interest thereon) have been paid in full.
3. In the event of default by either party in paying any monies due under this Agreement, the defaulting party shall pay interest thereon at the rate of 5% per annum above the base rate current at the time of the Bank of Australia if Party A defaults, or the Bank of China if Party B defaults, and that from the date of default until such monies (and all interest thereon) have been paid in full.

9 DISPUTES

Differences of opinion, disputes and conflicts which may arise during the execution of this agreement should be referred to the Joint Management Committee of Section 4 of this agreement and the parties should work hard and try to solve it through negotiation; Otherwise the dispute shall be finally settled by arbitration in the country of Party A conducted under the Alternate Dispute Resolution Rules of the International Chamber of Commerce. The parties shall recognize and respect the decision of the arbitration tribunal as final and binding upon the parties without any right of appeal or review on any grounds before any judicial or government body.

10 MISCELLANEOUS

1. If either party is unable to perform any or all of its obligations under this agreement due to event(s) that is/are beyond control, such as: earthquake, typhoon fire, war, or other unpredictable, unavoidable nor irresistible one(s), the other party shall be relieved of its obligations under this Agreement. The party must inform the other party of the event in a written notice in no time delay and take an obligation or liability to assist the other party with a proper handling of matters relating to the event.
2. All major affairs of this cooperation agreement must be verified in written form.
3. Any notice to be given under this Agreement shall be sent by email and confirmed by mail to the addresses and the Legal Representative given at the start of this Agreement or such alternative addresses as either Party may intimate in writing to the other
4. This Agreement will become effective immediately upon the signing by the legal representatives for each party and upon the approval by China's Ministry of Education. The Agreement is in sextuplicate, with English and Chinese versions, holding equal legal effect. Each party signing the agreement will possess three copies in each language.

Party A
Legal Representative Signature
(or authorized representative signature):

Name of Party A
(Seal)

Date:
Party A
Legal Representative Signature
(or authorized representative signature):

Name of Party A
(Seal)
Date: 2018.3.21



Party B
Legal Representative Signature
(or authorized representative signature):

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

Date: 4/13/2018
Party B
Legal Representative Signature
(or authorized representative signature):

Dr. Bruce Leslie
Chancellor, Alamo Colleges District

Date:

Adena Williams Loston

APPROVED
BY
Rosa Anguel
APPROVED

APPROVED
By changed at 9:42 am, Apr 13, 2018