

**Memorandum of Understanding
Between Galveston College and the
Galveston Independent School District for
College Preparatory Mathematics Courses and
College Preparatory English Language Arts Courses
Academic Years: 2022-2023**

This Memorandum of Understanding (“MOU”) made and entered into, by and between Galveston College, a Texas political subdivision of higher education (referred to herein as the “College,” the College District,” “GC,” or “Galveston College”), and the Galveston Independent School District, a Texas independent school district (referred to herein as the “School District” or “GISD”, evidences the following:

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 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 the parties have agreed to enter into a collaborative agreement where students who are deemed to not be college ready per House Bill 10, Section 10;

WHEREAS, Galveston Independent School District (GISD) and Galveston College (GC) 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, GISD and GC, agree as follows:

1. Scope of Services. GISD and GC agree to collaborate to develop and maintain college preparatory Mathematics and English Language Arts courses that meet the terms of this agreement as outlined below. GISD and GC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.
2. Term. The initial term of this MOU shall be for the **2022-2023** academic year. Either party may terminate 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. GC agrees to the following for both the Mathematics and English Language Arts courses:
 - a. To share data and provide feedback regarding student success on entry-level college Mathematics and English Language Arts courses, and

- b. To ensure that students are counseled into appropriate Mathematics and English Language Arts, and/or all other courses that require college preparation in Mathematics and English Language Arts.
- 4. GC agrees to the following for the college-preparatory Mathematics course(s):
 - a. To provide the Student Learning Outcomes;
 - b. To provide the syllabi for the courses being offered.
- 5. GC agrees to the following for the college-preparatory English Language Arts course(s):
 - a. To provide the Student Learning Outcomes;
 - b. To provide the syllabi for the courses being offered.
- 6. GISD agrees to the following for both the Mathematics and English Language Arts college-preparatory courses:
 - a. To identify students who are not college ready as stated in HB 5;
 - b. To provide professional development and resources required to teach the Mathematics and English Language Arts college preparatory courses;
 - c. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
 - d. To deny students enrolled in these courses exemptions from final exams; and,
 - e. To provide assistance with college enrollment and financial aid applications.
- 7. GISD agrees to the following for the college preparatory mathematics course(s):
 - a. To recommend to students who complete the final transition course in mathematics that they are ready to attempt an approved TSI test.

GISD agrees to the following for the college preparatory English Language Arts course:

- b. To recommend to students who have completed the final transition course in English Language Arts that they are ready to attempt an approved TSI test.
- 8. 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. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Galveston County, Texas.
- 9. Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.
- 10. Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11. 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.

Approved and executed by the Galveston Independent School District and signed by its Superintendent.

Dr. Jerry Gibson, Superintendent

Date

Approved and executed by Galveston College and signed by its President.



Dr. W. Myles Shelton, President



Date