INSTRUCTIONAL AGREEMENT FOR DUAL CREDIT/EARLY ADMISSIONS ENROLLMENT CLASSES BETWEEN GALVESTON COLLEGE AND THE

GALVESTON INDEPENDENT SCHOOL DISTRICT ACADEMIC YEAR: 2022-2023

This agreement, 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," or "Galveston College"), and Galveston Independent School District, a Texas independent school district (referred to herein as the "School District"), evidences the following:

I. PURPOSE

Galveston College and the Galveston Independent School District support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, and to participated in dual credit occupational-technical classes, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, Galveston College agrees to provide college-level instruction for the School District. Further, the College and the School District agree that it is the responsibility of the College to grant college credit, and it is the responsibility of the School District to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

According to Texas HB 1638, Galveston College has established four overall goals that guide every facet of the Dual Credit program:

Goal 1: In conjunction with partner independent school districts and institutions, Galveston College will utilize meaningful and relevant outreach strategies to ensure that students and parents are given information regarding all aspects of the Dual Credit program, including benefits of participation, enrollment and financial policies.

Goal 2: The Dual Credit program will facilitate effective and collabarative procedures that ensure students successfully transition to post-secondary education as well as accelerate through degree programs for maximum student success and achievement.

Goal 3: Every Dual Credit student will receive and have continual access to advising in academic and college readiness domains as well as support services that will help in the successful completion of post-secondary courses.

Goal 4: Dual Credit courses offered will be of the highest academic quality and offer a rigorous post-secondary curriculum that will be sufficient enough to ensure student success in all other post-secondary courses taken.

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at Galveston Independent School District may be eligible to participate in dual credit/early admission classes at Galveston College based of the following conditions:

- 1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
- 2. A high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required) on the SAT.
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English.
 - c. The student achieves a 950+ OR 949 and below with Diagnostic 6 on the Math portion of the TSI assessment as well as a 945+ and Essay score of 5+ OR 944 and less with a Diagnostic 5+ and Essay 5+ on the ELAR portion of the TSI assessment.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 4000 on the English II end of course exam and a minimum score of 4000 on the Algebra I end of course exam with successful completion of high school Algebra II.
 - e. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of any other assessment instrument approved by the THECB.
- 3. A high school student is eligible to enroll in workforce education dual credit or concurrent enrollment classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of Mathematics and/or English/Language Arts as required for entry into the workforce program.
 - A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility.
 - b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce-education dual credit course(s).

- 4. A student who has been enrolled in a non-traditional program of study (i.e., a home school or a non-accredited high school) and who is now enrolled within the School District must satisfy paragraphs 1, 2, or 3 of this subsection.
- 5. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- 6. In the case of certain emergencies such as hurricane, pandemic or other forced closures and the previously mentioned measurements are not available, both the College and the ISD will employ holistic advising to ensure proper student eligibility.

IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

- Dual Credit/Concurrent Credit courses may be taught on the College campus or on the high school campus. Early Admissions courses will be taught at Galveston College. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the College shall comply with all applicable rules and procedures relating to distance education and off-campus instruction, as promulgated by the THECB.
- 2. Dual credit courses may be composed of dual credit students only or a class may be composed of dual credit students and regular college-credit students. Exceptions for a mixed class, a class composed partly of students enrolled for high school credit only and partly of students enrolled for early admission, concurrent, AP, and/or college credit, may be allowed under one of the following conditions:
 - a. If the course involved is required for completion under the State Board of Education's Foundation High School Program, Foundation with Endorsement or Foundation with Endorsement Distinguished Level's graduation requirements, and the high school is otherwise unable to offer such a course;
 - b. If the course involved is limited to dual credit students and College Board Advanced Placement students; or,
 - c. If the course is a career and technology/college workforce course and high school credit-only students are able to earn articulated college credit.
- 3. Students must be registered for college credit by the official census date for the dual credit course; otherwise, the student will not be considered a dual credit student and will not be awarded college credit for the course.
- 4. It is the responsibility of the high school to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any

- single student and/or all students who participated in an unapproved mixed class.
- 5. Early Admissions/Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

- The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.
- 2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools.
- 3. Instructors teaching courses which result in the award of college credit will be regularly employed faculty members of the College or must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the courses at the main campus of the College. All faculty selected by the College to teach early admission or concurrent enrollment classes will be considered employees of the College and will be compensated by the College in accordance with College policy, procedures, and guidelines.
- Applications for employment and official transcripts from each college or university attended will be kept on file at the College.
- 5. The College and the School District agree to share information regarding Dual Credit faculty through safe and discreet methods. These methods will include password protected documents, collaboration with appropriate College and School District personnel to ensure confidentiality among others to ensure all information is transmitted and shared securely.

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College General Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOSC or POSC. Courses offered as Early Admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level technical courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree, or certificate program.

- 2. Remedial and developmental courses may not be offered for concurrent course credit and are not eligible courses under this agreement.
- 3. Approved courses being taught for Dual Credit (academic or technical) and/or Early Admission credit, courses which result in college-level credit, must follow the College syllabus. It is the responsibility of the School District to work with the College to align the high school curriculum with the college course syllabus.
- 4. A course equivalency crosswalk of dual credit courses and high school classes are included in Exhibit A.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

- 1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
- 2. Identified course outcomes/learning objectives must meet all college requirements.
- 3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit and early admissions courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
- 4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College and the Vice President of Instruction. Other instructional materials for early admission or concurrent courses must be identical or at an equivalent level to materials used on the main campus of the College. Textbooks purchases, aside from those made by grants, scholarships and other financial aid, will be made by the student and/or guardian.
- 5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in College policy and as set forth in the appropriate course syllabus. Whereas, the College uses a letter grade and the ISD requires a numeric grade, faculty teaching dual credit courses will report a letter grade as required by College policy and as outlined in the syllabus to the College, and will report a numeric grade to the ISD. The ISD is responsible for recording the numeric grade in accordance with their established policies and guidelines.
- 6. The College and Galveston Independent School District agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and GISD will collaborate on ways to ensure that all Dual Credit students are

provided the means to succeed.

7. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the School District. Faculty and appropriate College Dual Credit staff will communicate how students can view their grades; utilize college communication tools such as e-mail as well as manage FERPA expectations.

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

1. Students in dual credit courses shall be eligible to utilize the same or comparable support services that are afforded to college students on the main campus. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, learning resources (e.g., library resources), and other benefits for which the student may be eligible.

2. Student Services.

- a. The College agrees to provide appropriate academic support services, including academic advising/counseling, to students who are participating in dual credit and/or early admissions classes. Further, the College agrees to assist students in completion of the admission and registration forms and to provide for an appropriate and accessible registration process.
- b. Galveston Independent School District agrees to work with the College to provide an appropriate and accessible registration process and agrees to assist students in the completion of the admission and registration forms. The School District further agrees to provide official high school transcripts, test scores, and such certifications that may be required by the College during the admission and registration process.
- c. The College and the Galveston Independent School District agree to work together to plan and to try to schedule early admission and/or concurrent enrollment classes a semester in advance of offering the course(s).

3. Learning Resources

a. The College agrees to grant to the students of the School District enrolled in Galveston College courses the same rights, privileges, and access to the library's collections and services as students enrolled in courses on the Galveston College campuses. In addition, Galveston College will offer these students access to the

- library's electronic information resources through the Internet, subject to the College's licensing contracts with its vendors and available technology.
- b. Galveston Independent School District agrees to allow those students currently enrolled in Galveston College courses, within the School District's facilities, access to the information resources available in the district. These students are under the same rules and regulations as other students of the district and are subject to the same fines and penalties.
- c. Galveston College and Galveston Independent School District agree that if at the end of a semester, there are overdue materials belonging to one institution which were used in the completion of the other's course, the lending library will notify the other so that the student's record will show the obligation. Each library will take steps consistent with their policies and procedures to ensure that the past due books and/or materials are returned in as an expedient a manner as possible. Upon return of the material the lending library will notify the other that the student has cleared their obligation.
- d. Galveston College will, in conjunction with the partner institution, consider the use of free or low-cost open educational resources in courses offered via the Dual Credit program.
- e. To be eligible for these privileges a Galveston College student must present proof of current enrollment. This may take the form of, but is not limited to, a current student ID card, bill for registration, or a class schedule.

IX. TRANSCRIPTING OF CREDIT

- 1. For technical and academic dual credit and/or early admission courses which may result in college-level credit, Galveston College will transcript all course work in accordance with the College's normal policies and procedures immediately following the end date of the course. Furthermore, the College agrees to make available in the same manner as it does to its regular college students an official college transcript of credits that may be sent to the college, university, or other location of the student's choice.
- 2. For technical and academic early admission or concurrent courses which may result in high school-level credit, the School District will transcript all course work in accordance with the School District's normal policies and procedures immediately following the end date of the course. Further, the School District agrees to make available in the same manner as it does to its other students an official high school transcript that may be sent to other schools, colleges, or locations, as the student so designates.

X. FUNDING

1. State Funding.

a. State funding for concurrent credit courses will be available to both the School District and the College based upon the current agreement between the Commissioner of Education and the Commissioner of Higher Education. In accordance with this agreement, the College may claim state funding for all students enrolled for college-level credit in a concurrent course; the School District may claim full funding for all students enrolled in a concurrent course.

2. College Tuition and Fees.

- a. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, Galveston College, and online.
- b. Galveston College agrees to charge the standard tuition and fees, excluding outof-district and non-resident fees, unless noted otherwise in Addendum A, as
 approved by the Galveston College Board of Regents and as published in the
 Galveston College Catalog. The Galveston College Board of Regents reserves the
 right to change the policies and procedures of the College, without notice,
 including tuition and fees, in accordance with the cost of instruction and state
 laws.
- c. Galveston Independent School District agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- d. Galveston College and the School District agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the School District alone is to be responsible for payment of a student's tuition and fees, Galveston College agrees to bill the School District immediately following registration. The School District agrees to settle all account receivables with Galveston College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section IX Part 3 of this agreement.

3. Drops and Withdrawals - Tuition and Fee Refunds.

a. If for any reason it becomes necessary for a student who has registered for a
Galveston College class to withdraw or drop the class, the College and the School
District agree that it is the responsibility of the student to officially withdraw or

drop the college course.

- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar. Students attending class on or off campus may initiate a withdrawal through the Counseling Center at Galveston College or in a manner prescribed by the Registrar's Office. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.
- d. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to Galveston College by the School District, sponsor, donor, or scholarship fund shall be refunded to the source rather than directly to the student.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the Board of Trustees of the Galveston Independent School District. If so approved, the Agreement shall be for the **2022-2023** academic year.

The agreement may be amended or extended by written addendum to this agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this Agreement.

All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Galveston College/Board of Reger	ats, executed by Galveston College, and
signed by its President.	
By W. My July	Date 4/18/2022
Dr. W. Myles Shelton, President	
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Approved by the Galveston Independent School Dis	strict Board of Trustees, executed by the
Galveston Independent School District, and signed	
By L Don	Date 5/18/2022
Dr. Jerry Gibson, Superintendent	Date

ADDENDUM A

- I. Galveston College will waive all tuition and required fees for eligible students taking dual credit English Composition (ENGL 1301 and ENGL 1302) and United States History (HIST 1301, HIST 1302, HIST 2311 and HIST 2312) classes at Ball High School. For these classes, the class composition shall be 100 percent dual credit students.
- II. Students-who are enrolled in other dual credit classes (other than English composition or U.S. History) located at Ball High School, shall pay \$50 per semester hour (\$150 per 3 semester hour course or \$200 per 4 semester hour course). All regular required fees shall be waived not including special course fees such as insurance, student health insurance and exam fees.
- III. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, at Galveston College and online.
- IV. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College and online.
- V. Early admission academic courses or dual credit technical courses/programs located on the campus of Galveston College shall be charged at the regular in-district tuition and fee rates established by the College.
- VI. Galveston ISD shall pay to Galveston College an amount equal to the amount that would have been spent for 2022-2023 salary and benefits for the high school English and History teachers who have taught the dual credit English and History classes at Ball High School. Galveston College will invoice the District on a quarterly basis. Payment is due 30 days following receipt of the invoice.
- VII. Galveston College shall use the designated funds to hire two (2) full-time College faculty to teach dual credit English composition and U.S. History classes at Ball High School.
- VIII. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at BHS at no charge by the School District.

Approved by the Galveston College Board of Rego	ents, executed	by Galveston College, and
signed by its President.		
By Many Land	Date	4/8/2022
Dr. W. Myles Shelton/President		, ,
/		
Approved by the Galveston Independent School D	istrict Board	of Trustees, executed by the
Galveston Independent School District, and signed	by its Super	intendent
N A	of its superi	miteriaciit.
Ву	Date	5/18/2022
(I)rl Jerry Gibson, Superintendent		•

EXHIBIT A

Course Equivalency Crosswalk of Dual Credit Courses and High School Classes

Students who successful complete these college credit courses:			Will get high school credit for these classes:	
ACGM or WECM	Course Number	Galveston College Course Name	College Credit	High School TEKS Course
ACGM	ARTS 1301	Art Appreciation	3	Fine Arts Elective
ACGM	ARTS 1304	Art History	3	Fine Arts Elective
ACGM	BIOL 1406	General Biology I	4	
ACGM	BIOL 1407	General Biology II	4	Biology
ACGM	CRIJ 1301	Intro to Criminal Justice	3	Law Enforcement 1 and
ACGM	CRIJ 1306	Court Systems and Practices	3	Course Systems and Practices
ACGM	CRIJ 2328	Police Systems and Practices	3	
ACGM	CRIJ 2313	Prison Systems and Practices	3	Law Enforcement 2 and Correctional Services
ACGM	DRAM 2366	Film Appreciation	3	Fine Arts Elective
ACGM	ECON 2301	Principles of Macro Economics	3	Economics
ACGM	ENGL 1301	Composition I	3	
ACGM	ENGL 1302	Composition II	3	English III or English IV
ACGM	ENGL 2322	British Literature I	3	
	ENGL 2323	British Literature II		
ACGM	or ENGL 2311	or Technical Writing	3	English IV if completed ENGL 1301 and ENGL 1302
ACGM	ENGR 1304	Engineering Graphics	3	Engineering Design and Development
ACGM	ENVR 1301 & ENVR 1101	Environmental Science I	4	Environmental Science I
ACGM	ENVR 1302 & ENVR 1102	Environmental Science II	4	Environmental Science II
ACGM	GERM 1411	Beginning German I	4	
ACGM	GERM 1412	Beginning German II	4	German III
ACGM	GERM 2311	Intermediate German I	3	
ACGM	GERM 2312	Intermediate German II	3	German IV
ACGM	GOVT 2305	Federal Government	3	Federal Government
ACGM	GOVT 2306	Texas Government	3	Texas Government
ACGM	HIST 1301	US History I	3	
ACGM	HIST 1302	US History II	3	US History

Students who successful complete these college credit courses:			Will get high school credit for these classes:	
ACGM or WECM	Course Number	Galveston College Course Name	College Credit	High School TEKS Course
ACGM	HIST 2311	Western Civilization I	3	
ACGM	HIST 2312	Western Civilization II	3	Western Civilization
ACGM	MATH 1314	College Algebra	3	
ACGM	MATH 2312	Pre-calculus	3	Math Elective
ACGM	MATH 2413	Calculus I	4	Width Dicetive
ACGM	MATH 2414	Calculus II	4	Advanced Math Elective
ACGM	MUSI 1306	Music Appreciation	3	Fine Arts Elective
ACGM	PSYC 2301	General Psychology	3	Psychology
ACGM	SOCI 1301	Introductory Sociology	3	Sociology
ACGM	SPCH 1315	Public Speaking	3	Public Speech
	51 511 1515	Business and Professional		Public Speech
ACGM	SPCH 1321	Communications	3	Business Communications
WECM	CHEF 2302	Saucier	3	
WECM	PSTR 1301	Fundamental of Baking	3	Culinary Arts
\$1000 A \$200 A \$200 A \$2		Principles of Healthy		- January Titto
WECM	CHEF 1302	Cuisine	3	
WECM	IFWA 1217	Food Production and Culinary Math	2	Advanced Culture Auto
WECM	CSME 1410	Intro to Hair Cutting	4	Advanced Culinary Arts
WECH	CSIVIL 1410	Orientation to	4	
WECM	CSME 1501	Cosmetology	5	Intro to Cosmetology
WECM	CSME 1354	Artistry of Hair Design	3	e to comi c torogy
		Manicuring and Related		
WECM	CSME 1543	Theory	5	Cosmetology I
WECM	CSME 1453	Chemical Reformation	4	
WECM	CSME 2401	Principles of Hair Coloring	4	Cosmetology II
WECM	CSME 1547	Principles of Skin Care	5	
WECM	CSME 2541	Prep for State Licensing Exam	5	Practicum in Human Services
WECM	EMSP 1501	EMT - Basic	5	Services
WECM	EMSP 1160	Clinical - EMT-Basic	1	Practicum in Health Science
WECM	HAMG 1313	Front Office Management	3	Tracticum in Ticatui Science
WECM	HAMG 1324	Hospitality HR Management	3	
WECM	HAMG 2188	Internship- Hospitality HR Management	1	
WECM	HAMG 2305	Hospitality Management and Leadership	3	
WECM	HAMG 2189	Internship- Hospitality Mgmt and Leadership	1	Hospitality

Students who successful complete these college credit courses:		Will get high school credit for these classes:			
ACGM or WECM	Course Number	Galveston College Course Name	College Credit	High School TEKS Course	
WECM	HITT 1305	Medical Terminology I	3	Medical Terminology	
WECM	HPRS 1206	Intro to Health Professions	2	Basic Health Professional Skills	
WECM	IBUS 1341	Global Supply Chain Mgmt	3	20	
WECM	LMGT 1319	Intro to Business Logistics	3		
WECM	LMGT 1321	Intro to Materials Handling	3		
WECM	LMGT 1425	Warehouse and Distribution Center	4		
WECM	OSHT 1301	Intro to Safety and Health	3	Logistics	
WECM	WLDG 1407	Intro to Welding Multiple Processes	4	J	
WECM	WLDG 1434	Intro to Gas Tungsten Arc	4	Welding I	
WECM	WLDG 1435	Introduction to Pipe Welding	4		
WECM	WLDG 2443	Advanced Shielded Metal Arc Welding	4	Welding II	
WECM	WLDG 1317	Intro to Layout and Fab	3		
WECM	WLDG 2413	Intermediate Welding	4	Practicum in Welding	

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. <u>Scope of Services</u>. 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. <u>Term.</u> 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. <u>Severability</u>. 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. <u>Changes and Amendments</u>. 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. Jenry Gibson, Superintendent

5 | 18 | 2022 Date

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

Dr. W. Myles Shelton, President

Date