

## MEMORANDUM OF UNDERSTANDING

### COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES (HB5) For Burleson ISD's Early College High School Between

#### Between Hill College and Burleson INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into between the Burleson Independent School District (ISD), a Texas independent school district located at, 1160 SW Wilshire Blvd., Burleson, TX 76028 and Hill College (HC), a community college located at 112 Lamar Dr., Hillsboro, Texas 76645.

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 not to be college ready per House Bill 5, Section 10;

WHEREAS, Burleson Independent School District (ISD) and Hill College (HC) jointly recognized an opportunity to create seamless pathways for students to enter college level work in mathematics and English language arts;

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, ISD and HC, intending to be legally bound, agree as follows:

#### 1. Scope of Services

ISD and HC agree to collaborate to develop and maintain developmental mathematics and English language arts courses that meet the terms of this agreement as outlined in the Support and Services section of this MOU. ISD and HC will meet regularly to maintain the integrity and evaluate the program's effectiveness.

#### 2. Term

The term of this MOU shall commence on the last date of the final signature on page 5 of this MOU and shall continue for a period of 24 months or until terminated by either party. Either party may terminate this MOU, without cause, upon at least thirty (30) 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

ISD and HC agree to the following conditions.

A. HC agrees to the following for both the mathematics and English language arts courses:

- i. To share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
- ii. To train advisors to recognize and honor course(s) on school district transcripts;

iii. To ensure that eligible students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;

B. HC agrees to the following for the college preparatory mathematics courses:

- i. To provide the Student Learning Outcomes;
- ii. To provide the syllabi for the courses being offered
- iii. To provide regular meetings between the HC faculty and ISD faculty teaching the course.

C. HC agrees to the following for the college preparatory English language arts course:

- i. To provide the Student Learning Outcomes for Integrated Reading/Writing (INRW 0303) course;
- ii. To provide the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis);
- iii. To provide regular meetings between the HC faculty and ISD faculty teaching the course.

D. ISD agrees to the following for both the mathematics and English language arts courses:

- i. To provide highly qualified instructors for the courses being taught;
- ii. To identify students who are not college ready as stated in HB 5;
- iii. To provide professional development and resources required to teach the mathematics and English language arts courses;
- iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
- v. To provide curriculum for the course that is consistent with HC Student Learning Outcomes;
- vi. To aid with admission, enrollment, and financial aid applications;

E. ISD agrees to the following for the college preparatory mathematics course:

- i. To teach a math course designed to focus on college mathematics (algebraic or non-algebraic) concepts;
- ii. Require students to meet college readiness scores on the TSI Assessment;
- iii. To meet regularly with HC faculty.

F. ISD agrees to the following for the college preparatory English language arts course:

- i. To teach an Integrated Reading and Writing course that focuses on critical reading and college-level writing;
- ii. Require students to meet college readiness scores on the TSI Assessment;
- iii. To meet regularly with HC faculty.

#### **4. Non-Compliance**

Notwithstanding any provision herein to the contrary, if HC does not comply with any part of the MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from ISD, this MOU may be terminated immediately upon written notice from ISD, at ISD's sole discretion.

#### **5. Liability**

Neither ISD nor its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by HC and HC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of HC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

**EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, ISD MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY,**

FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL ISD BE LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF ISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6. Indemnity**

HC AGREES THAT HC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ISD AND ISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF HC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. HC's obligations

under this clause shall survive termination or expiration of this MOU.

**7. 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 requested, 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:

If to ISD: Dr. Bret Jimerson

Superintendent, ISD  
1160 SW Wilshire Blvd.  
Burleson, TX 76028

If to HC: Irene Accomando

Vice President Student Learning and Success  
Hill College  
112 Lamar Dr.  
Hillsboro, TX 76645

Either party may change such address for notice for the party designated to receive such notice by giving written notice to the other party as provided in this paragraph.

**8. Relationship of the Parties**

It is understood and agreed that HC is a separate legal entity from ISD and HC is not an employee, agent, joint venture, or partner of ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between ISD and either HC or any employee or agent of HC.

**9. No Waiver of ISD's Immunity**

The execution of this MOU and the performance by ISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to ISD, its trustees, officers, employees, or agents under federal or Texas laws.

**10. No Third-Party Beneficiaries**

Nothing in this MOU shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

**11. 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 Hill County, Texas.

**12. Entire Agreement**

This MOU and the attached and incorporated addendum or exhibit, 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 of this MOU.

**13. 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.

**14. Interpretation**

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

**15. 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 the incorporated in this MOU.

**16. Assignment**

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by HC without the prior written acknowledgment and authorization of ISD. Any attempted assignment by HC without ISD's prior written consent shall be void.

**17. No Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**18. Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**19. Counterparts**

This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

**20. Non-Discrimination**

Neither Hill College nor ISD will discriminate on the basis of sex, age, disability, race, color, religion, national origin or veteran status in its educational and vocational programs, activities, or employment as required by Title IX, Section 504 and Title VI.

Approved by the Hill College District Board of Regents; executed by the Hill College District; and signed by its Vice President of Student Learning and Success.

 5/22/2024

Irene Accomando Date  
Vice President of Student Learning and Success  
Hill College  
112 Lamar Drive  
Hillsboro, TX 76645

Approved by the Burleson Board of Trustees; executed by Burleson ISD; and signed by its Superintendent.

 5-22-2024

Dr. Bret Jimerson Date  
Burleson ISD Superintendent  
1160 SW Wilshire Blvd  
Burleson, TX 76028

	BISD Course	Service ID	Credits	Hill College Course Name	Number	Campus Offered	Credit Hours	option B
CTE	Human Growth & Development	14101401	1.0	Human Growth & Development	PSYC 2113	BCHS	1	
CTE	Pharmacology	14102042	1.0	Pharmacology	RNSG 1200	BCHS	1	
CTE	Medical Mathematics	14101420	1.0	Medical Mathematics	BISL 2400	BCHS	1	
CTE	Medical Nutrition & Vitamins	14104508	0.5	Nutrition & Diet Therapy	BISL 1502	BCHS	0.5	
CTE	Medical Terminology	14102506	1.0	Medical Terminology	HIT1100	BCHS	1	
CTE	Instrumental Practices	14103400	1.0	Instrumental Practices	EDUC 2101	BCHS	1	
CTE	Instrumental Practices	14103400	1.0	Instrumental Practices	EDUC 2101	BCHS	1	
CTE	EMT	14103500	1.0	Emergency Medical Technician-Paramedic	EMSP 1000	BCHS	1	
English	English 1A	14120000	0.5	Composition	ENGL 1301	BCHS BHS CHS	0.5	
English	English 1B	14120000	0.5	Composition	ENGL 1301	BCHS BHS CHS	0.5	
English	English 1A	14120000	0.5	Reading Literature	ENGL 1301	BCHS BHS CHS	0.5	Composition & ENGL 1301
English	English 1B	14120000	0.5	Reading Literature	ENGL 1301	BCHS BHS CHS	0.5	Composition & ENGL 1301
Fine Arts	Art Appreciation	14105000	1.0	Art Appreciation	ARTS 1001	BHS CHS	1	
Fine Arts	Music Appreciation	14105000	1.0	Music Appreciation	MUSI 1006	BCHS	1	
LOTE	Spanish 1A & 2B	14140000	1.0	Beginning Spanish	SPAN 1101	BCHS	1	
Math	JHS Math - College Algebra	14101100	1.0	College Algebra	MATH 1113	BCHS BHS CHS	1	
Math	JHS Math - Statistics	14101100	1.0	Elementary Statistics	MATH 1113	BCHS BHS CHS	1	
Math	Independent Study in Mathematics	14102000	1.0	Mathematics for Two Hours	MATH 1000	BCHS	1	
Math	Independent Study in Mathematics	14102500	1.0	Mathematics for Two Hours	MATH 1000	BCHS	1	
PE	Foundations of Personal Fitness	14150000	1.0	Personal Community Health	INF1100	BCHS	1	
Science	JHS Science Biology A	14111200	0.5	Biology for Non-Science Majors	BIO 1400	BCHS BHS	0.5	
Science	JHS Science Biology B	14111200	0.5	Biology for Non-Science Majors	BIO 1400	BCHS BHS	0.5	
Science	JHS Science Anatomy	14111200	0.5	Science and Research	PHYS 1400	BCHS	0.5	
Science	Anatomy and Physiology A	14120000	0.5	Anatomy & Physiology	BIO 2400	BCHS CHS	0.5	
Science	Anatomy and Physiology B	14120000	0.5	Anatomy & Physiology	BIO 2400	BCHS CHS	0.5	
Science	JHS Science - Chemistry	14111200	0.5	Chemistry	CHM 1401	BCHS	0.5	
Science	Specialized Topics in Science	14101200	0.5	Chemistry	CHM 1401	BCHS	0.5	
Soc. Stud.	United States Government	14101000	1.0	United States Government	GEO1100	BCHS	1	
Soc. Stud.	United States History: Studies Since 1877 A	14101000	1.0	United States History	GOVT2100	BCHS BHS CHS	1	
Soc. Stud.	United States History: Studies Since 1877 B	14101000	1.0	United States History	GOVT2100	BCHS BHS CHS	1	
Soc. Stud.	Psychology	14101000	1.0	General Psychology	PSYC 2101	BCHS	1	
Soc. Stud.	Special Topics in Social Studies	14101000	1.0	Topic in Government	GOVT2100	BCHS	1	
Soc. Stud.	Economics with Emphasis on the Free Enterprise System and its Role in Communism	14101000	1.0	Principles of Macroeconomics	EDON 2001	BCHS	1	
Soc. Stud.	Economics with Emphasis on the Free Enterprise System and its Role in Communism	14101000	1.0	Principles of Microeconomics	EDON 2002	BCHS	1	
Soc. Stud.	Communication Applications	14141000	0.5	Public Speaking	SPEE 1100	BCHS	0.5	
Soc. Stud.	Trans. System Data Entry	14011000	0.5	Business Computer Applications	BCHS 1000	BCHS	0.5	

### Associate of Arts in Liberal Arts

	Grade 9								Grade 10								Grade 11								Grade 12							
	Semester 1	Credit	SCH	Semester 2	Credit	SCH	Semester 1	Credit	Semester 2	Credit	Semester 1	Credit	Semester 2	Credit	Semester 1	Credit	Semester 2	Credit	Semester 1	Credit	Semester 2	Credit										
English (4 years)	Pre-AP English 1	0.5		Pre-AP English 1	0.5		Pre-AP English 2	0.5	Pre-AP English 2	0.5	Dual English 3	0.5	Dual English 3	0.5	Dual English 4	0.5																
											ENGL 1301		3 ENGL 1302		3 English 2322		3 English 2323															
Math (4 years)	Pre-AP Algebra 1	0.5		Pre- AP Algebra 1	0.5		Pre-AP Geometry	0.5	Pre-AP Geometry	0.5	Pre-AP Algebra 2	0.5	Pre-AP Algebra 2	0.5	IHE Math		IHE Math		IHE Math	0.5	IHE Math	0.5										
	or Pre-AP Geometry			or Pre-AP Geometry			or Pre-AP Algebra 2		or Pre-AP Algebra 2		or IHE Math		or IHE Math		MATH 1314		3 MATH 1342		3 MATH 1342													
Science(4 years)	Pre-AP Biology	0.5		Pre-AP Biology	0.5		Pre-AP Chemistry	0.5	Pre-AP Chemistry	0.5	Physics	0.5	Physics	0.5	IHE Science		IHE Science		IHE Science	0.5	IHE Science	0.5										
															BIOL 1408		4 PHYS 1403		4 PHYS 1403													
Social Studies (5.5 years)	W. Geog.	0.5		W. Geog.	0.5		Pre-AP W. History	0.5	Pre-AP W. History	0.5	Dual US Govt.	0.5	Dual Psychology	0.5	Dual TX Govt		Dual TX Govt		Dual TX Govt	0.5	Dual TX Govt		Dual Economics	0.5	Dual Economics	0.5	Dual Economics	0.5	Dual Economics	0.5		
											GOVT 2305		3 PSYC 2301		3 GOVT 2306		3 ECON 2301		3 ECON 2301													
Foreign Language (2 years of the same language)	Spanish 1	0.5		Spanish 1	0.5		Dual Spanish 2	1																								
							SPAN 1411		4																							
Fine Arts	Music Appreciation	1																														
	MUSI 1306		3																													
PE				Lifetime Fitness	1																											
				PHED 1304		3																										
Electives											Applications	0.5																				
											SPCH 1315		3																			
	Practical Writing	0.5		Practical Writing	0.5						Data Entry	0.5																				
											BCIS 1305		3																			
	Clubs			Clubs			Clubs			Clubs			Clubs		Clubs/Out																	
Pride 1				Pride 1																												
Path 1	0.5		Path 1	0.5		Path 2	0.5	Path 2	0.5	Path 3	0.5	Path 3	0.5	Path 3	0.5	Path 4	0.5															

Green=College Course(s)	Credits	4.5	3		4.5	3	Credits	4	4		3.5	6	Credits	3	12		3	12	Credits	2.5	13							
Credits 9th	9	6					Credits 10th	7.5	10				Credits 11th	6	24				Credits 12th	5.5	20							
Total Credits Thus Far	9	6					Total Credits Thus Far	16.5	16				Total Credits Thus Far	22.5	40				Total Credits Thus Far	28	60							

Without College Math

Credits 11th	6	21
Total Credits Thus Far	22.5	37

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Associate of Arts in Liberal Arts - Pre-Nursing Prerequisites

## **Associate of Arts in Teaching**

	Grade 9				Grade 10				Grade 11				Grade 12				
	Semester 1	Credit	Semester 2	Credit	Semester 1	Credit	Semester 2	Credit	Semester 1	Credit	Semester 2	Credit	Semester 1	Credit	Semester 2	Credit	
English (4 years)	Pre-AP English 1	0.5	Pre-AP English 1	0.5	Pre-AP English 2	0.5	Pre-AP English 2	0.5	Dual English 3	0.5	Dual English 3	0.5	Dual English 4	0.5	Dual English 4	0.5	
									ENGL 1301		3 ENGL 1302		3 ENGL 2322		3 ENGL 2323	3	
Math (4.5 years)	***Algebra 1	0.5	***Algebra 1	0.5	Pre-AP Algebra 2	0.5	Pre-AP Algebra 2	0.5	IHE Math	0.5	Study in Math	0.5	Math	0.5			
	Pre-AP Geometry		Pre-AP Geometry						Math 1314		3 MATH 1350		3 MATH 1351		3		
Science(4 years)													IHE Science	0.5	IHE Science	0.5	
	Pre-AP Biology	0.5	Pre-AP Biology	0.5	Pre-AP Chemistry	0.5	Pre-AP Chemistr	0.5	Physics	0.5	Physics	0.5	BIOL 1408		4 CHEM 1411	4	
Social Studies (5 years)					Sociology	0.5			Dual US Govt.	0.5			Spec. Topics in SS	0.5	Dual Economics	0.5	
									Govt 2305		3		Govt 2306		3 Econ 2301	3	
Foreign Language (2 years of the same language)	W. Geog.	0.5	W. Geog.	0.5	Pre-AP W. History	0.5	Pre-AP W. Histor	0.5	Hist 1301		3 Hist 1302		3				
	Spanish 1	0.5	Spanish 1	0.5	Dual Spanish 2	1											
Fine Arts	Music Appreciation	1			Spanish 1411		4										
	MUSI 1306		3														
PE			Lifetime Fitness	1													
			PHED 1304		3												
Electives								Applications	0.5			& Development	1	Instructional Practices	1	Practices	1
								Spch 1315		3		PSYC 2314		3 EDUC 1301		3 EDUC 2301	3
	Practical Writing	0.5	Practical Wrting	0.5				in Science	1								
								GEOL 1401		4							
	Clubs		Clubs		Clubs		Clubs		Clubs		Clubs		Clubs		Clubs		
	Pride 1		Pride 1											Literacy		Financial	0.5
	Path 1	0.5	Path 1	0.5	Path 2	0.5	Path 2	0.5	Path 3	0.5	Path 3	0.5	Path 4	0.5	Path 4	0.5	
Green=College Course(s)	Credits	4.5	3		Credits	4	4		Credits	3	12		Credits	3.5	16		
*** SUMMER Before 10th, Geometry on Edgenuity if needed	Credits 9th	9	6		Credits 10th	8	11		Credits 11th	6.5	24		Credits 12th	7	29		
	Total Credits Thus Far	9	6		Total Credits Thus Fa	17	17		Total Credits Thus Fa	23.5	41		Total Credits Thus Far	30.5	70		