

**DUAL CREDIT PARTNERSHIP AGREEMENT**  
**Between**  
**HILL COLLEGE**  
**and**  
**MOUNT CALM INDEPENDENT SCHOOL DISTRICT**

In accordance with the Texas Administrative Code, Texas Higher Education Coordinating Board, Chapter 4, Subchapter D, Dual Credit Partnerships between Secondary Schools and Texas Public Colleges, Hill College offers college-level academic and workforce education course options to Independent School Districts (ISDs) for dual credit. After the appropriate college-level courses are approved for dual credit, high school students meeting Hill College requirements may register in the courses to receive college and high school credit simultaneously. To facilitate effective communication between each respective ISD and Hill College, each party to this agreement will appoint a contact person to coordinate all activities relative to dual credit. Communications to Hill College regarding dual credit should be directed to the college's dual credit representative.

**Dual Credit Admission/Registration.** Students, upon written permission of the high school principal or designee, may apply for dual credit admission. Dual credit students must submit a high school transcript and official college transcript(s) from any other colleges attended prior to registration.

**1. Eligible Courses**

- A. All courses offered for dual credit by Hill College will be either college-level academic courses, identified from the current edition of the Texas Higher Education Coordinating Board Lower-Division Academic Course Guide Manual or college-level workforce education courses, identified from the current edition of the Workforce Education Course Manual.
- B. Developmental or remedial courses may not be offered for dual credit. ISD is encouraged to partner with Hill College (as required by House Bill 5, 83rd Texas Legislature) to develop and provide courses in college preparatory mathematics and English language arts to prepare student for success in entry-level college courses (See HB 5 MOU below)
- C. The ISD will work closely with the Hill College dual credit representative to ensure that the college offers an adequate number of courses and/or sections. The feasibility of offering specific courses will be negotiated by Hill College and high school personnel.
- D. A complete list of dual credit courses taught within this school district, as well as a crosswalk, will be maintained on file in the Vice President of Instruction Office.

**2. Student Eligibility**

- E. The Texas Success Initiative (TSI) requires mandatory assessment for all students to determine college readiness in reading, writing and math. The bill authorizes the Texas Higher Education Coordinating Board to prescribe assessment instruments with a statewide passing standard. The initiative allows an institution to determine when a student is ready to perform college-level coursework. High School students who seek to register in a dual credit course, which will grant college credit must prove "college readiness" by achieving a college level score as outlined in the chart:



Updated Fall 2018

	<b>SAT</b> *Composite=Critical Reading plus Math	<b>ACT</b>	<b>TSI Assessment</b>	<b>Accuplacer</b>	<b>STAAR EOC</b>
<b>Writing Based Courses (Must be TSI Writing complete to register):</b> ***ENGL 1301, 1302, 2311, 2322, 2323, 2327, 2328, 2331, & 2332 ***in addition to TSI requirements, any course with a Hill College catalog pre-requisite must be met.	<b>Taken prior to March 5, 2016:</b> Composite score of 1070* & a minimum score on the Critical Reading of 500  <b>Taken on or after March 5, 2016:</b> Minimum score of 480 on the Evidence-Based Reading and Writing shall be exempt from both Reading and Writing sections of TSI	Composite score of 23 & English 19	Placement score of a 340-390 with a minimum Essay score of 4 <b>OR</b> a placement score of 310-339 and levels 4-6 on ABE Diagnostic and a minimum Essay score of 5	Writing Sentence skills 80 with an essay score of 5 or higher or an Essay score of *6 or higher  *An essay score of 6, regardless of objective score, is considered passing. An essay score of 5 will be considered passing if the student meets the objective writing test standard (sentence skills)	* <b>English III</b> EOC combined assessment in both reading and writing Level 2 TEA recommended scores (4000)  <b>OR</b> <b>Dual Credit Waiver Only- English II</b> EOC combined assessment in both reading and writing Level 2 TEA recommended score (4000)
<b>Reading Based Courses (Must be TSI Reading complete to register):</b> ***ENGL 2311, 2322, 2323, 2327, 2328, 2331; HIST 1301 & 1302; GOVT 2305 & 2306; BIOL2401 & BIOL2402; PSYC 2301 ***in addition to TSI requirements, any course with a Hill College catalog pre-requisite must be met.	<b>Taken prior to March 5, 2016:</b> Composite score of 1070* & a minimum score on the Critical Reading of 500  <b>Taken on or after March 5, 2016:</b> Minimum score of 480 on the Evidence-Based Reading and Writing shall be exempt from both Reading and Writing sections of TSI	Composite score of 23 & English 19	Reading 351	Reading 78	* <b>English III</b> EOC combined assessment in both reading and writing Level 2 TEA recommended scores (4000)  <b>OR</b> <b>Dual Credit Waiver Only- English II</b> EOC combined assessment in both reading and writing Level 2 TEA recommended score (4000)
<b>All MATH courses</b>	<b>Taken prior to March 5, 2016:</b> Composite score of 1070* & a minimum score on the Mathematics of 500  <b>Taken on or after March 5, 2016:</b> A minimum score of 530 on the Mathematics test shall be exempt for the mathematics section of the TSI Assessment	Composite score of 23 & Math 19	Mathematics 350	Elementary Algebra score of 63	* <b>Algebra II</b> EOC Level 2 TEA recommended scores (4000)  <b>OR</b> <b>Dual Credit Waiver Only-</b> Level 2 TEA recommended score (4000) on the <b>Algebra I</b> EOC & a passing grade (70 or higher) in Algebra II high school course.
<b>Cert. of Completion (CERT 1) Technical Courses Examples: AUMT, WLDG, CSME, ACNT or other CERT1 Technical Courses</b>	Exempt from TSI requirements until a student moves to a Certificate of Technology or Associate of Applied Science degree. Programs that have eligible Certificate of Completion (Cert 1) are Automotive, Child Care & Development, Computer Science, Cosmetology, Criminal Justice, Emergency Medical Professions, Fire Science, HVAC, Industrial Maintenance, Management, Office Administration, Welding				

- A. TSI rules state that students registering in a Level-One certificates or less are exempt from the TSI Assessment requirements. A high school student is eligible to register in career and technical/workforce education dual credit courses without having to demonstrate college readiness on an approved TSI Assessment if the student has permission of the high school.
- B. Students registering in career and technical/workforce education dual credit courses contained in a Level-Two certificate or higher must meet the same dual credit eligibility criteria as students registered in academic dual credit courses.
- C. Students coming from a non-traditional program of study (i.e., a home school, private or a non-accredited high school) and seek dual credit/concurrent courses at Hill College must satisfy paragraphs A through C of this subsection.
- D. To be eligible for registration in a dual credit course, students must meet all the college's regular prerequisite requirements designated for that course.

All students who participate in the dual credit/concurrent program must maintain at a cumulative GPA of at least a 2.0 to remain in good standing. Students who do not achieve satisfactory progress will be placed on Scholastic Probation for the next long semester and may be registered provisionally on a semester basis. Credit will be awarded according to state, local, and institutional policies in effect at the time of registration.

## **1. Location of Classes**

Dual credit courses may be taught on one of Hill College's campus/centers, online, through distance learning, or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit/concurrent credit courses taught electronically, Hill College shall comply with applicable rules and procedures relating to Distance Education and Off-Campus Instruction. In addition, dual credit courses taught electronically shall comply with the Texas Higher Education "Principles of Good Practice for Academic Degree and Certificate Programs and Credit Courses Offered Electronically" and Hill College's standards for distance learning courses.

## **2. Composition of Class**

- E. Dual credit courses offered on any Hill College campus/center will be open to both eligible high school students and college credit students.
- F. Dual credit classes planned at any approved off-campus site in collaboration with the appropriate college faculty and staff and local high school personnel will be taught for dual credit only if the number of dual credit students is justifiable.
- G. Dual Credit classes may be composed of dual credit/concurrent and/or regular admission college credit students. Exceptions for a mixed class may be allowed under one of the following conditions:
  - i. If the course involved is required for completion under the State Board of Education High School Program graduation requirements and the high school is otherwise unable to offer such a course;
  - ii. If the mixed class is limited to high school honors students, College Board Advanced Placement or International Baccalaureate, dual credit/concurrent students, and/or regular college credit students, all of whom will be taught the college-level course. Students not registered for college credit by the official census date of the class will not be awarded college credit.

- iii. If the course is a career and technical/workforce education course and the high-school credit-only students are eligible to earn articulated college credit.
- H. It is the responsibility of the ISD's high school principal to certify to Hill College that the requirements for class composition have been met, and it is the responsibility of Hill College to verify that classes taught are in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of Hill College, Hill College may deny credit to any single student and/or all students who participated in an unapproved mixed class.

### **3. Faculty Selection, Supervision, and Evaluation**

- I. Faculty for a dual credit course will be approved and employed by Hill College. The instructor must meet credential requirements of Hill College and minimum requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Each faculty member assigned to teach an academic course will have a master's degree plus 18 hours in the specific discipline. Technical course instructors will have at least an associate degree and three years of work experience in the related business or industry.
- J. Instructors teaching dual credit courses must meet the same standards, review, and approval procedures as full-time, regular Hill College faculty.
- K. Faculty for a dual credit course who are not a full-time faculty member of Hill College report directly to the appropriate Dean of Instruction for the pathway in which the course(s) is being taught. The college shall supervise and evaluate part-time faculty teaching dual credit courses using the same or comparable procedures used for full-time faculty employed by college.
- L. The performance appraisal process for dual credit instructors will be conducted by the immediate supervisor and reviewed by the second line supervisor prior to the appraisal interview with the employee. The dual credit faculty evaluation process will mirror the evaluation process used at the college for all full-time faculty members and will be done according to the college policy manual. All dual credit faculty will be periodically evaluated using the following means: 1) random classroom observation by the immediate supervisor of that discipline, 2) student evaluations and 3) self-evaluation.
- M. All Dual Credit faculty instructors will be supervised by the following means:
  - i. When dual credit classes are visited during a classroom observation, supervisors will ask to see items such as the textbook, observe instruction and interaction with students, and request a class syllabus and a sample of class tests, quizzes, labs, and/or projects.
  - ii. Dual Credit instructors are given a self-evaluation form and are asked to fill it out and return the form to their Hill College supervisor.
  - iii. All dual credit instructors are given a master syllabus for the course. The master syllabus provides grading policy and student learning outcomes.
  - iv. All dual credit instructors are required to participate in the assessment process.
  - v. All dual credit instructors are required to certify rosters.
  - vi. All dual credit instructors are required to submit final grades.
- N. Faculty teaching courses, which result in the award of college credit, will be regularly employed faculty members of Hill College. All faculty selected by Hill College to teach dual credit classes will be considered employees of Hill College and will be compensated by the college in accordance with Hill College policy, procedures, and guidelines.

- O. Applications for employment and official transcripts from each college or university attended MUST be submitted and approved prior to the start of classes. All paperwork will be kept on file at Hill College.

#### **4. Course Curriculum, Instruction, and Grading**

- P. Hill College courses offered as dual credit, regardless of where they are taught, follow the same syllabus, course outline, textbook, grading method, and other academic policies as the courses outlined in the Hill College catalog.
- Q. Approved courses being taught for dual credit must follow the approved master syllabus of the discipline and of Hill College.
- R. Textbooks should be identical to those approved for use by Hill College. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of Hill College and the Vice President of Instruction. Other instructional materials for dual credit/concurrent courses must be identical or at an equivalent level to materials used by Hill College.
- S. Courses which result in college-level credit will follow the standard grading practices of Hill College, as identified by college policy and as identified in the appropriately approved course syllabus. The grades used in college records are A (excellent), B (above average), C (average), D (below average), F (failure), I (incomplete), W (withdrawn). The lowest passing grade is D. Grade point averages are computed by assigning values to each grade as follows: A = 4 points, B = 3 points, C = 2 points, D = 1 point, and F = 0 points. Grading criteria may be devised by Hill College and the ISD to allow faculty the opportunity to award high school credit only or high school and college credit depending upon student performance.
- T. Faculty, who are responsible for teaching dual credit/concurrent classes, are responsible for keeping appropriate records, certifying census date rosters, providing interim grade reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by Hill College and/or the School District.

#### **5. Academic Policies and Student Support Services**

- U. Hill College courses offered as dual credit, regardless of where they are taught, follow the same syllabus, course outline, grading method, drop and add procedures, academic calendar and other academic policies as outlined in the Hill College catalog and student handbook.
- V. Numerical grades may be used for dual credit courses and are given in accordance with academic policies in the college catalog. To receive numeric grades, each student or the designated high school official must request the 6-Week Grade directly from the instructor. The instructor is required to provide the numeric grade to the student or directly to the high school official within 5 class days of the request.
- W. All academic policies of the college are applicable to dual credit courses. These policies include the appeal process for disputed grades, dropping and adding courses, the communication of grading policy to students, distribution of the syllabus, etc. Dual credit students may reference the Hill College, student handbook and website for information.
- X. Students in dual credit courses are eligible to utilize the same or comparable support services that are afforded to all Hill College students. The college is responsible for ensuring timely and efficient access to such services, to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. In addition, Hill College will offer these students access to the library's electronic information resources through the internet, subject to Hill College's licensing contracts with its vendors and available technology.

- Y. The ISD agrees to allow those students currently registered in Hill College courses, within the 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.
- Z. To be eligible for these privileges, a Hill College student must present proof of current enrollment. This may take the form of, but is not limited to, student ID card, bill for registration, or a class schedule.
- AA. Hill College Dual Credit staff will offer information sessions and/or appointments for dual credit students and their parents to assist them in becoming acquainted with the dual credit process to include application, academics, registration, tuition/fees and support services of the college. Information for dual credit will be maintained on the Hill College dual credit website.
- BB. The ISD and College agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA) (20 U.S.C. §1232g), all records relating to students, which are generated or maintained by either party, shall be considered education records in accordance with applicable laws and policies.
- CC. Dual Credit students will be required to adhere to college policies and procedures regarding facilities and equipment usage, code of conduct, and are subject to appropriate action taken by the ISD and/or College.
- DD. Upon registering in dual credit courses, the student's information will become part of the College's student directory information and subject to the Texas Public Information Act. Students will be able to designate release of directory information.
- EE. Hill College Academic Advisors and Success Coordinators will provide information and resources to dual credit students to assist with achieving both academic and personal success goals. Staff assist with policy and degree requirements, education planning, and transfer and career opportunities.
- FF. It is the policy and procedure of Hill College to provide reasonable accommodations for qualified students with documented disabilities. Hill College will adhere to all applicable federal, state and local laws, regulations and guidelines with respect to providing reasonable accommodations to afford equal educational opportunity and enable participation in and benefits from educational programs and activities. Students must provide appropriate documentation, complete an accommodation request form and submit to the Academic Advising and Success Center. Every effort will be made to identify needs and provide reasonable academic accommodations that a student needs.
- GG. If for any reason, it becomes necessary for a student who has registered for a Hill College class to withdraw or drop the class, Hill College and the ISD agree it is the responsibility of the student to officially withdraw or drop the college course.
- HH. A student may add or drop a course prior to the official census date for the course. Students who drop prior to the official college census date will not receive a grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- II. 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 last day to withdrawal a class of a term as designated in the college academic calendar. Dual credit students attending class on or off campus may initiate a Drop, Withdrawal Resignation form through the Hill College Dual Credit office or Academic Advising and Success Center. If attending class off campus at a high school, the student should notify his/her high school representative and complete the form. A student who discontinues class attendance and does not officially withdrawal the course on or before the last day will receive

a performance grade for the course based on the grading criteria identified in that course's syllabus. This grade will go on the student's permanent high school and college transcripts.

JJ. If at the end of a semester there are overdue books or materials belonging to a Hill College library, each library will take steps consistent with their policies and procedures to ensure that the past due books and/or materials are returned as expediently as possible. Upon return of the material the lending library, the student's account will be cleared of any obligation.

## **6. Transcription of Credit**

KK. For both technical and academic dual credit/concurrent credit courses, college credit will be transcribed immediately upon a student's completion of the performance required in the course.

LL. Prior to graduation from high school, a student or high school representative can request an unofficial transcript of courses taken as dual credit to be released to either the student or the high school.

MM. Upon graduation from high school, students must submit an official high school transcript, with date of graduation, before a Hill College official transcript will be released to other colleges or universities.

NN. For technical and academic dual credit/concurrent courses which result in high school-level credit, the ISD will transcript all course work in accordance with the ISD's normal policies and procedures immediately following the end date of the course. Further, the ISD agrees to make available in the same manner it does to other students an official high school transcript that may be sent to other schools, colleges, or locations as the student so designates.

OO. Students registered in Continuing Education courses may be eligible for Course Completion Certificates if all specific requirements in the course syllabus are met and certified by the Department of Continuing Education.

PP. Hill College is a fully accredited institution and core academic courses are transferable to any state university in Texas. However, since each college has its own policy regarding the transferability of courses, each student is strongly advised to check with the college which he or she plans to attend, if other than Hill College, to determine the transferability of Hill College courses.

## **7. Sources of Funding**

QQ. State funding for dual credit/concurrent courses will be available to both the ISD and Hill College based upon the current agreement between the Commissioner of Education and Commissioner of Higher Education. In accordance with this agreement, Hill College may claim state funding for all students registered for college-level credit in a dual credit/concurrent course. The ISD may also claim full ADA funding for all students registered in a dual credit/concurrent course.

RR. In accordance with the tuition and fee structure established by the Hill College Board of Regents, Hill College agrees to charge standard district and non-district tuition and fees as indicated on the Hill College website. The Hill College Board of Regents reserves the right to change the policies and procedures of Hill College, without notice, including tuition and fees in accordance with the cost of instruction and state laws.

SS. The ISD agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to inform Hill College who is responsible for tuition, fees, textbooks, and required student supply items.

TT. High school students taking Hill College courses for dual credit are responsible for ensuring that all applicable dual credit tuition and fees are paid by the student in full at the time of registration according to college

requirements. Dual credit/concurrent students fall under the same refund and other financial policies as other Hill College students.

UU. If the ISD alone is to be responsible for payment of a student's tuition and fees, Hill College agrees to bill the School District immediately following registration. The ISD agrees to settle all account receivables with Hill 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 will be dropped from the college roll and must be removed from the class in accordance with Section 4 of this agreement.

VV. Students who officially withdraw from Hill College will have their tuition and mandatory fees refunded according to the official refund policy schedule for all students. Tuition, and fees paid directly to Hill College by the ISD, sponsor, donor, or scholarship fund will be refunded to the source rather than directly to the students.

WW. Hill College is not responsible for the transportation of dual credit students.

### 8. Facilities

The ISD agrees to maintain adequate physical facilities and resources to serve dual credits students taking dual credit courses at the ISD location. Adequate facilities are those of the quality, scope and condition to support the dual credit programs being offered at the ISD location.

More important than the above listed provisions is the spirit of cooperation between the respective ISD and Hill College. Both parties endeavor to provide a positive collegiate-level experience for students with the maturity and academic preparation to benefit from college-level courses. This agreement replaces any previous agreement and will remain in effect unless revoked in writing by either party.

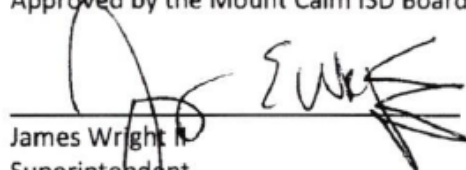
Approved by the Hill College District Board of Regents; executed by the Hill College District; and signed by its President.



Pam Boehm, Ph.D.  
President  
Hill College  
112 Lamar Drive  
Hillsboro, TX 76645

11/9/2018  
Date

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



James Wright  
Superintendent  
Mount Calm ISD  
P.O. Box 105  
Mount Calm, TX 76673

11-7-18  
Date



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**MEMORANDUM OF UNDERSTANDING**  
**COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES (HB5)**  
**Between**  
**HILL COLLEGE**  
**and**  
**MOUNT CALM INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into as of October 30, 2018 (the "Effective Date") between the Mount Calm Independent School District (ISD), a Texas independent school district located at P.O. Box 105, Mount Calm, TX 76673, 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, Mount Calm Independent School District (ISD) and Hill College (HC) jointly recognized an opportunity to create seamless pathways for students to enter into 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 effectiveness of the program.

**2. Term**

The initial term of this MOU shall begin on October 30, 2018, and continue for a period of two (2) years. Thereafter, HC may review this MOU for two (2) consecutive one (1) year terms by delivering written notice to ISD. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." 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 provide assistance 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 track students to College Algebra (MATH 0314 Intermediate Algebra);
  - ii. Require students to pass 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 Integrated Reading and Writing (INRW 0303) course that focuses on critical reading and college-level writing, as well as college readiness skills;
  - ii. Require students to take 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:                    James Wright II  
                                 Superintendent, Mount Calm ISD  
                                 P.O. Box 105  
                                 Mount Calm, TX 76673

If to HC:                     Dr. Pam Boehm  
                                 President, 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 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 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 or 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**

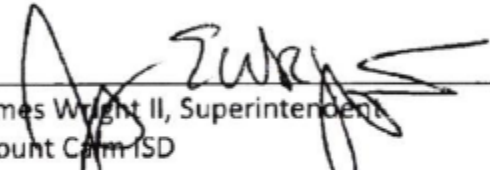
This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

**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.

Executed this 7<sup>th</sup> day of November, 2018.

**MOUNT CALM INDEPENDENT SCHOOL DISTRICT**

  
\_\_\_\_\_  
James Wright II, Superintendent  
Mount Calm ISD

**HILL COLLEGE**

  
\_\_\_\_\_  
Pam Boehm, Ph.D  
President  
Hill College