

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 of 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 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.

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  
Burleson ISD Superintendent  
1160 SW Wilshire Blvd  
Burleson, TX 76028

1	BISD Course	Service ID	Credits	Hill College Course Name	Number	Campus Offered	Credit Hours	option B
CTE	Human Growth & Development	11014307	1	Developmental Psychology	PSYC 2111	BCHS	1	
CTE	Pharmacology	11014308	1	Pharmacology	RNSG 1101	BCHS	1	
CTE	Medical Microbiology	11014309	1	Microbiology for Non-Science Majors	BIO 1401	BCHS	1	
CTE	Lifespan Nutrition & Wellness	11014310	0.5	Nutrition & Diet Therapy I	BIO 1102	BCHS	1	
CTE	Medical Terminology	11014311	1	Medical Terminology	HITI 1101	BCHS	1	
CTE	Instructional Practices	11014312	1	Instructional Practices for Professionals	EDUC 1101	BCHS	1	
CTE	Instructional Practices	11014313	1	Instructional Practices for Professionals	EDUC 2111	BCHS	1	
CTE	EMT	11014314	1	Emergency Medical Technician-Basic	HEAT EMGP	CHS	6	
English	English IA	11014315	0.5	Composition I	ENGL 1101	BCHS BHS CHS	1	
English	English IB	11014316	0.5	Composition II	ENGL 1102	BCHS BHS CHS	1	
English	English IIIA	11014317	0.5	Rhetoric/Writing I	ENGL 1103	BCHS BHS CHS	1	Composition I ENGL 1101
English	English IIB	11014318	0.5	Rhetoric/Writing II	ENGL 1104	BCHS BHS CHS	1	Composition II ENGL 1102
Fine Arts	Art Appreciation	11014319	0.5	Art Appreciation	ARTS 1101	BHS CHS	1	
Fine Arts	Music Appreciation	11014320	1	Music Appreciation	MUSI 1101	BCHS	1	
LOTE	Spanish A & B	11014321	1	Beginning Spanish	SPAN 1111	BCHS	2	
Math	HE Math - College Algebra	HE 11111	0.5	College Algebra	MATH 1111	BCHS BHS CHS	1	
Math	HE Math - Statistics	HE 11112	0.5	Elementary Statistics Math	MATH 1112	BCHS BHS CHS	1	
Math	Independent Study in Mathematics	11014322	0.5	Mathematics for Two Credits	MATH 1100	BCHS	1	
Math	Independent Study in Mathematics	11014323	0.5	Mathematics for Two Credits	MATH 1101	BCHS	1	
PE	Foundations of Personal Fitness	PE 10001	1	Personal Community Health	PHED 1101	BCHS	1	
Science	HE Science Biology A	HE 11201	0.5	Biology for Non-Science Majors I	BIO 1101	BCHS BHS	1	
Science	HE Science Biology B	HE 11202	0.5	Biology for Non-Science Majors II	BIO 1102	BCHS	1	
Science	HE Science Anatomy	HE 11203	0.5	Structure & Function	PHYS 1401	BCHS	1	
Science	Anatomy and Physiology A	11014324	0.5	Anatomy & Physiology	BIO 2401	BCHS CHS	1	
Science	Anatomy and Physiology B	11014325	0.5	Anatomy & Physiology	BIO 2402	BCHS CHS	1	
Science	HE Science Chemistry	HE 11204	0.5	General Chemistry	CHEM 1411	BCHS	1	
Science	Generalized Topics in Science	11014326	0.5	Earth Science for Non-Science Majors	GEOL 1101	BCHS	1	
Soc Stu	United States Government	11014327	0.5	Federal Government	GOVT 2101	BCHS BHS CHS	1	
Soc Stu	United States History Studies Course #112 A	11014328	0.5	United States History	HIST 1101	BCHS BHS CHS	1	
Soc Stu	United States History Studies Course #112 B	11014329	0.5	United States History	HIST 1102	BCHS BHS CHS	1	
Soc Stu	Psychology	11014330	0.5	General Psychology	PSYC 2101	BCHS	1	
Soc Stu	Special Topics in Social Studies	11014331	0.5	Texas Government	GOVT 2102	BCHS	1	
Soc Stu	Economics with Emphasis on the Free Enterprise System and its Role	11014332	0.5	Principles of Macroeconomics	ECON 2101	BCHS	1	
Soc Stu	Economics with Emphasis on the Free Enterprise System and its Role	11014333	0.5	Principles of Microeconomics	ECON 2102	BCHS	1	
	Communication Applications	11014334	0.5	Public Speaking	SPCH 1101	BCHS	1	
	Trans System Data Entry	11014335	0.5	Business Computer Applications	BOS 1101	BCHS	1	

Associate of Arts in Liberal Arts

	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 1	0.5	Pre-AP English 1	0.5	Dual English 1	0.5	Dual English 1	0.5	Dual English 4	0.5	Dual English 4	0.5
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 1	0.5	Pre-AP Algebra 2	0.5	Pre-AP Algebra 2	0.5	Pre-AP Algebra 2	0.5
Science (3 years)	Pre-AP Biology	0.5	Pre-AP Biology	0.5	Pre-AP Chemistry	0.5	Pre-AP Chemistry	0.5	Pre-AP Biology	0.5	Pre-AP Chemistry	0.5	Pre-AP Biology	0.5	Pre-AP Chemistry	0.5
Foreign Language (2)	Spanish 1	0.5	Spanish 1	0.5	Spanish 2	0.5	Spanish 2	0.5	Dual French 1	0.5	Dual French 2	0.5	Dual French 3	0.5	Dual French 4	0.5
Art (1)	Music Appreciation	0.5														
PE (1)			Personal Finance	0.5												
Electives																
	Financial Writing	0.5	Financial Writing	0.5												
	Health	0.5	Health	0.5												
	Math 1	0.5	Math 1	0.5												

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[1] This will count for BCIS 1305 in the Component Area Option

[2] This course counts as the student's Social and Behavioral Sciences credit

**Agenda**

1. Cosmetology
  - a. CSME Instructor/Coordinator-
  - b. Kits ordered by HS
  - c. Capping Dual Credit JCC to 25
2. Criminal Justice
  - a. Drafting Prospectus and Teach out for DAAC.
3. Echocardiography
  - a. Clinical Agreement Needing Signature
4. Emergency Medical Services
  - a. BHS EMT Basic.
  - b. Site visit 2025.
  - c. Summer Contract
5. Fire
6. LVN
  - a. Hailey 24-25 Coordinator.
7. ADN
  - a. New
8. Police Academy
  - a. Track usage with Itasca, drafting agreement
9. HPS Office
  - a. P-TECH Grant Update
  - b. Dual Credit
  - c. Health Career HS Draft Document