Memorandum of Understanding
For Burleson ISD's Early College High School (BHEC)
Between Hill College and the Burleson Independent School District

This Memorandum of Understanding (MOU) is hereby entered into by and between Hill College, a political subdivision, (hereinafter called the "College"), acting by and through its President and Board of Regents; and the Burleson Independent School District a Texas political subdivision (hereinafter called "School District"), acting by and through its Superintendent and Board of Trustees.

I. PREAMBLE

WHEREAS the parties to this Memorandum of Understanding desire to establish the Burleson Collegiate High School (BCHS), an Early College High School, serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students. The majority of the student population of the BCHS will be composed of first-generation college students from low-income families, at-risk students from disadvantaged groups, students who may have not received the academic preparation necessary to meet for-credit college entrance standards, students who are English language learners, and students for whom the cost of college is prohibitive. Potential students for the BCHS will be screened through an application process to determine motivation and commitment to the rigor of a pre-college and college-level curriculum.

WHEREAS traditionally, Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort), the BCHS will provide the cohort students (not to exceed 80 students/cohort) the opportunity to earn both a high school diploma and either an associate degree or at least 60 semester credit hours toward a baccalaureate degree, and

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both School District and the College are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist;

NOW, THEREFORE, in consideration of the covenants, conditions and provisions set forth herein, the parties hereto agree as follows:

II. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

1. GOVERNANCE:

   A. The BCHS established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall at its sole discretion apply to the Texas Education Agency for the establishment and continual approval of an Early College High School designation for the Burleson Collegiate High School.

   B. BCHS shall form an Advisory Committee comprised of representatives of the College and School District, which shall meet at least quarterly, or as mutually agreed to by both parties, to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations

regarding more effective coordination and collaboration. The specific membership of the Advisory Committee will be determined by the Superintendent of BISD and the President of the College. Members will include high-level personnel with decision-making authority. The Advisory Committee shall make reports, at least annually, to their respective boards and the advisory board. may establish subcommittees for the purpose of establishing local, state, and national partnerships, to leverage opportunities for fund development, innovative projects, and overall sustainability. All subcommittees established will report to the Advisory Committee as needed and as requested by the Advisory Committee.

C. The BCHS principal will be appointed by the Superintendent of the School District and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. Determining an adequate number of faculty for high school credit courses, counselor(s), clerical staff, and any other high school personnel that may be necessary will be the responsibility and within the discretion of the School District.

D. This agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

2. PROVISION OF COURSES: The College will award transcript credit for dual credit courses that have been approved by BCHS and College, with primary emphasis on the Core Curriculum requirements for all Associate of Arts and Associate of Sciences degrees as well as requirements for the Associate of Arts in Teaching (AAT). Such courses shall be evaluated and approved through the College curriculum approval process and shall be taught at the College level.

3. COURSES OF STUDY: BCHS and the College shall provide a course of study that enables a participating student to receive a high school diploma and either an associate degree or 60 semester hours towards a baccalaureate degree during grades 9-12. The College will give credit for courses taken for dual credit for which dual enrollment course agreements have been executed with primary emphasis on the Core Curriculum requirements for all Associate of Arts and Associate of Science degrees. BCHS students will receive an education plan upon the completion of a career and program of study interest inventory.

   A. Associate of Arts in Liberal Arts students: During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall be evaluated and approved through the official College curriculum approval process and shall be taught at the College level. During a student's junior and senior year, a student may opt to take courses required for the pre-nursing prerequisites. Students who complete all required pre-nursing prerequisites and meet all of the Associate Degree of Nursing application requirements for the academic year will automatically be admitted into the Associate of Applied Science in Nursing (RN) degree program at Hill College for the following Fall Semester pending the allowable space according to the Texas State Board of Nursing.

   B. Associate of Arts in Teaching students: During a student's junior and senior year, courses required for the AAT degree will be completed according to the College's Education Plan for AAT.

4. COURSE COMPLIANCE: Subject to School District's approval, the College is responsible for overseeing College course selection and implementation to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venues where the College offers courses. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. The College will designate staff personnel to monitor the quality of instruction in order to assure compliance with any dual enrollment course agreements and all applicable rules and regulations, including without limitation the standards established by the State, the accrediting body (Southern Association of Colleges and Schools Commission on Colleges, The Texas Education Agency), the College, and the School District. Each class must have an enrollment of a minimum of fifteen (15) students and no more than thirty (30) students. Exceptions to enrollment minimum and maximum allotments require College approval.

5. CURRICULUM ALIGNMENT: The BCHS and College shall maintain curriculum alignment for each education plan. The BCHS will provide the College with programs of study interest. The College will regularly update the BCHS counselor and administrator regarding college curriculum changes. The BCHS is responsible for ensuring that BCHS students fulfill state course requirements for high school graduation.

6. ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS: The BCHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition, the BCHS must administer a Texas Success Initiative (TSI) college placement exam, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. The College will administer the TSI college placement exam should unforeseen circumstances not allow the BCHS to do so.

7. INSTRUCTORS: With the exception of instructors for courses that only offer high school credit, all instructors must meet the College's academic requirements as outlined by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Faculty Credentialing requirements. A criminal background check must be provided for all instructors as required by Texas Government Code Chapter 411. The approval process for a School District faculty member who may teach a dual enrollment course will be consistent with the standards used to hire a faculty member for the course taught on the Hill College campus. The College has full authority to interview and approve all faculty intending to teach a course that offers college credit ("College course"). Both School District and The College must give final approval of all faculty intending to teach dual credit courses based on credentials, teaching experience, presentation, subject knowledge and other instructional factors related to the subject matter. The School District will provide and will be solely responsible for the evaluation, assessment, and approval of instructors and staff for high school credit-only courses. The College may, upon School District's approval, provide an instructor who meets the College's academic requirements for such high school credit-only courses. Hill College acknowledges and understands that nothing in this agreement is intended to give Hill College any authority to hire or fire any employees of School District, and that any decisions regarding the employment of School District employees may only be made by, and are at the sole discretion of the School District.

8. GRADING PERIODS AND POLICIES:

   A. It is the responsibility of The College to ensure that semester grades and grading policies are outlined in each instructor's course syllabus. Numerical grades may be used for dual credit courses and are given in accordance with the academic policies in the college catalog. To receive numeric grades, each student or the designated BCHS official must request a 6-week grade directly from the instructor. The instructor is required to provide the numerical grade to the student or directly to the BCHS official within 5 class days of the request. Students and parents will be provided notification each semester that the progress and grade reporting dates of the BCHS and Hill College do not necessarily match one another. BCHS students

struggling to maintain a passing grade may be advised by the instructor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, scholarships, probation, and suspension. Students should be awarded the same letter grade in the BCHS student information system (Skyward) as is reported on the college transcript.

B. All grade reports for all students will be produced and disseminated no later than 72 hours (3 business days) following the end of the academic term. Term and cumulative grade-point averages (GPAs) will be reflected on grade reports. All transcript corrections due to schedule changes or repeated courses are updated prior to the next grade reporting period. It is the responsibility of the College Records and Student Success Coordinator to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met.

C. The BCHS shall follow School District policy as to the weighting system for the college grade for the BCHS student's final high school grade point average (GPA). BCHS students are expected to meet academic standards for coursework completed at the College. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 (C average) are considered scholastically deficient and can be placed on early academic alert, mandatory intervention, academic probation, or academic suspension as deemed appropriate by the College or BCHS. All grade points earned by a student will be included in the computation of the current semester's GPA. All grade points earned by a student will be included in the computation of the College cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation. Good Standing, Early Academic Alert, Mandatory Intervention, Academic Probation, or Academic Suspension are determined each regular (Fall or Spring) semester on the basis of the student's current semester grade point average and academic standing requirements as listed in the College's Academic Catalog. Early Academic Alert, Mandatory Intervention, Academic Probation, and Academic Suspension at the College may last for one regular fall or spring semester. Students placed on Early Academic Alert, Mandatory Intervention, Academic Probation, and Academic Suspension may enroll in summer sessions for the purpose of raising their cumulative GPA to the level required for good standing. Continued enrollment in the BCHS and College will be evaluated according to the process developed by the BCHS and College.

D. BCHS students registering for a course for which they have previously earned a grade of D, F, W or I at the College will be required to participate in mandatory advising/counseling and comply with an Academic Plan. Students refusing to participate in mandatory advising will have an administrative hold placed on their records. The hold, which will prevent registration in the BCHS, will be removed upon completion of the mandatory advisement session and completion of the Academic Appeal and placed on an Academic Plan.

E. Students registering more than two times for a course for which they previously have earned a grade of D, F, W, or I at the College will be addressed on an individual basis. Summer coursework must be approved by both the College and BCHS. Exceptions to the credit hour limit will require the approval of the College.

The following grading system is used at Hill College:

Grade	Interpretation	Grade Points Per Sem. Hour
A	Excellent	4.0
B	Above Average	3.0
C	Average	2.0
D	Below Average	1.0
F	Failure	0.0
I	Incomplete	Not Computed
W	Withdrawn	Not Computed

9. PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY: The BCHS and the College shall provide opportunities for BCHS teachers and College faculty to collaborate through planning, teaching, and professional development. The BCHS will provide common planning time for School District instructional faculty and other appropriate staff, including school leaders and, when possible, College faculty. The College will make teacher mentoring and professional development available where necessary. When possible, the College shall participate and create professional development opportunities for BCHS faculty, including adjunct and dual enrollment faculty trainings each semester.

10. FACILITIES, SERVICES, AND RESOURCES:

    A. For the 2026-2027 and 2027-2028 school years, courses will be conducted at BCHS and the Higher Education building. BCHS agrees to maintain adequate physical facilities and resources to serve BCHS students taking College courses. The College will provide BCHS students and instructors with a College identification card, and access to instructional and certain agreed upon non-instructional resources and services available on the campus/center of the College. BCHS students are College students. Therefore, the College's resources and services will be made available to the BCHS students to support academic success. The School District and College will evaluate the facilities on an ongoing basis to determine the necessity of facility adjustments in future semesters and years.

    B. 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 it to the Academic Advising and Success Center. Every effort will be made to identify needs and provide reasonable academic accommodations that a student needs.

11. TUITION AND FEES: The College and BISD will work to devise an individualized plan for each student to ensure that tuition and fee costs are covered. When the College occupies the new Higher Education Building, tuition and fees for Juniors and Seniors will be paid according to the BISD/Hill College Lease Agreement.

12. INSTRUCTOR COSTS: The College assumes responsibility for expenses to provide an instructor for college courses taught as delineated on dual enrollment course agreements, including both AA in Liberal Arts and AAT courses.

13. ELIGIBILITY OF ECHS STUDENTS FOR FINANCIAL ASSISTANCE FOR ADDITIONAL COURSES: BCHS students are eligible for financial assistance for courses taken outside of the course offerings at the BCHS. The College and BISD will work to devise an individualized plan for each student to ensure that tuition and fee costs are covered. Additional courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional course offerings such as distance education courses. Enrollment in additional courses will require approval from the BCHS administrator and the College.

14. BOOKS AND SUPPLEMENTAL MATERIALS: All textbooks and supplemental materials needed for BCHS students taking dual enrollment courses will be the responsibility of the School District and shall be an open-source textbook to the extent possible. When an open-source textbook is not available, the current textbook adopted by the College's Divisions and Departments shall be used. The College Bookstore will provide textbooks at cost and with all other available discounts. Textbooks purchased by the School District for dual enrollment college courses taught as part of the Early College High School academic program shall be used for at least three (3) years from the date of purchase as mutually agreed upon by both institutions. Textbooks purchased as e-books must be available for a multi-year purchase rather than as a single-use redemption code to the extent possible. The School District will be responsible for purchasing all textbooks, supplemental materials, supplies, and operational equipment required for high school credit-only classes and will provide them to students enrolled in the BCHS program.

15. INSTRUCTIONAL CALENDAR: The instructional calendar of BCHS will be designed to incorporate, to the extent possible, the College's major holidays and campus closings. BCHS will work with the College to incorporate a flexible calendar that meets the instructional requirements for both the College and TEA.

16. STUDENT ENROLLMENT: The College will assist with enrollment for all students who are qualified and wish to enroll in academic dual credit courses. BCHS students must meet the same requirements and prerequisites as all College students for college classes. BCHS students are required to meet all TSI enrollment requirements.

    Enrollment in dual credit courses is contingent upon BCHS students maintaining scholastic academic progress standards as outlined in the College's Academic Catalog. In addition, a BCHS student who is indebted to Hill College will not be allowed to register until all financial obligations due to the College are cleared. The BCHS administrator's office and counseling center, working with the College's Dual Credit Office, will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

17. STUDENT ATTENDANCE POLICIES: BCHS students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. BCHS personnel will check attendance for all College classes.

18. STUDENT CONDUCT: BCHS students will be required to adhere to college regulations regarding facilities and equipment usage, College and School District codes of conduct and policies and procedures and are subject to appropriate action taken by the School District and College.

19. SAFETY: If any high school student, instructor, or administrator should experience an accident or sudden illness while on the College premises, the response to such incidents will be based upon the guidelines, and operational procedures of the School District and College regulations as well as any other agreements between the School District and the College that have been executed for specific issues. Upon mutual agreement between the College and the School District, either party may provide staffing or security personnel, for any classes taught by Hill College instructors at the BCHS or at the College. If any Hill College instructor will be out for a scheduled class, the College will provide substitute coverage. Students will remain in the classroom in the

Higher Education building with the substitute. If the College is unable to provide coverage, the College will communicate with BCHS administration in a timely manner so that BCHS staff will provide coverage. BCHS Freshman and Sophomores will follow the BCHS schedule and Juniors and Seniors will follow a schedule mutually agreed upon by BCHS and Hill College. Students will remain in the classroom until the end of the class period, monitored by college personnel.

20. TRANSPORTATION: The School District will provide transportation for students of the School District to and from the BCHS as deemed necessary by the School District, and as appropriate under State law and School District rules and procedures. The School District will also provide transportation for all BCHS field trips for students of the School District.

21. FUNDING AND AVERAGE DAILY ATTENDANCE (ADA): The BCHS shall generate ADA funds for the School District from the attendance of students that will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

22. EVALUATION: The School District and the College will develop a plan for yearly evaluation of the BCHS program that will include, but not be limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory academic progress in college courses, and adequate progress toward the college-readiness of the students in the program.

23. DISCONTINUATION OF BCHS OPERATION: Should the School District or College elect to discontinue the operation of the BCHS, the provisions for serving the students will include the following:

    A. BCHS must continue operation through each cohort's scheduled graduation from the BCHS but may elect not to enroll any additional students in the BCHS, unless such students are added to already existing cohorts within the BCHS. While in the process of discontinuing operation, the BCHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).

24. AMENDMENT: The Parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

25. TERM, RENEWAL AND TERMINATION OF AGREEMENT: This MOU for the operation of the Burleson Collegiate High School will be in effect through June 30, ~~2024~~ 2028. This agreement will be reviewed on an annual basis, and the parties may mutually agree to renew the MOU for successive one-year terms. During any fiscal year, the College and School District reserve and have the right to terminate this MOU upon service of written notice to the other party no later than the first business day in April. If notice of termination is given, the contract will terminate at the end of the spring semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the Discontinuation Process of BCHS, as outlined in this MOU, have been fulfilled.

26. CONFIDENTIALITY OF STUDENT RECORDS: The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. The parent(s) of any authorized student shall have access to his or her child's records. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and School District Board Policy series FL, 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. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board

Policy series FL. The Parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

27. STUDENT DIRECTORY INFORMATION: Upon enrolling in a dual enrollment course, 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 at both the College and the BCHS. The BCHS will follow the School District's policies and regulations regarding student directory information. Collecting and sharing data between the College, BCHS, and the School District will follow College and the School District procedures and policies to provide support for decision-making processes.

28. SEVERABILITY: If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

29. NON-DISCRIMINATION: Any discrimination by either party or their agents or employees on account of race, gender, color, national origin, religion, age, sexual orientation or disability in relation to the performance of any obligations or duties under this agreement is prohibited.

30. NOTICES: Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To the District	**To the College**
Dr. Bret Jimerson Superintendent of Schools 1160 SW Wilshire Blvd. Burleson, TX 76028	Irene Benero Vice President of Student Learning and Success 112 Lamar Hillsboro, Texas 76645

31. TEXAS LAW TO APPLY: This agreement shall be construed under and in accordance with the laws of the State of Texas. An exclusive venue for any action arising from this agreement will lie in the state courts located in Johnson County, Texas. The College agrees that it will not file any lawsuit against the School District without first having exhausted the complaint procedure outlined in School District board policy GF (LOCAL) provided; however, that solely for complaints brought by the College arising out of this agreement, the College will have thirty (30) calendar days for the filing of an initial complaint rather than the 10 school business days specified in that policy. Furthermore, the College and School District agree to extend the number of days provided at each level of the policy after the initial complaint, to fifteen (15) calendar days rather than the five (5) days for a conference and seven (7) days for the response.

32. FORCE MAJEURE: Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

33. CAPTIONS. The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

34. AUTHORITY: The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

35. COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION) In the event that during any term hereof, the governing body of any party anticipates a non-appropriation or does not appropriate sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning July 1 for the School District and September 1 for the College. The parties intend this provision to be a continuing right to terminate this agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loe. Govt. Code Ann. §271.903

	READING/WRITING **Reading/Writing Based Courses:** **ENGL 1301, 1302, 2311, 2322, 2323, 2327, 2328, 2331; HIST 1301 & 1302; GOVT 2305 & 2306; BIOL 2401 & BIOL 2402; PSYC 2301**	MATHEMATICS **Math Based Courses:** **MATH 1314, 1316, 1324, 1332, 1342, 1350, 2412, 2413, 2414, 2415**
TSIA* Assessment Version 2 (Effective January 11, 2021)	945 **AND** 5 or higher Essay OR 910-944 **AND** 5 or higher diagnostic **AND** 5 or higher essay	950 OR 910-949 **AND** 6 or higher diagnostic
TSIA* Assessment (Phased out January 10, 2021)	**Reading 351** Score of a 340-390 with a minimum Essay score of 4 OR Score of 310-339 AND levels 4-6 on ABE Diagnostic AND a minimum Essay score of 5	**Mathematics 350**
Exemptions to TSIA Assessment- Students reaching these minimums are EXEMPTED from taking the TSIA Assessment.		
SAT* ***Composite=Critical Reading plus Math**	Taken prior to March 5, 2016: Composite score of 1070* AND a minimum score on the Critical Reading of 500 Taken on or after March 5, 2016: Minimum score of 480 on the Evidence-Based Reading and Writing	Taken prior to March 5, 2016: Composite score of 1070* AND a minimum score on the Mathematics of 500 Taken on or after March 5, 2016: A minimum score of 530 on the Mathematics
ACT*	Taken Prior to February 15, 2023: Composite score of 23 AND English 19	Composite score of 23 AND Math 19
	Taken on or after February 15, 2023: Combined score of 40 on English and Reading tests	22 or Higher
HiSET* (05/13-8/31/2021)	15 or Higher on Reading/Writing subset AND 4 or higher on the essay	15 or Higher
GED* (effective 5/13/2021)	165 or Higher	165 or Higher
*Scores are good for 5 year from date of testing.		
Degree Attainment	Students who have graduated with an associate degree or baccalaureate degree from an institution of higher education	
Transfer Student	Successfully completed the equivalent subject course with a D or better from a public, private or independent institution of higher education or accredited out-of-state institution of higher education OR shows proof of meeting college readiness by that institution.	
Enrollment in Certificate of Completion Program	Automotive, Business, Computer Science, Cosmetology, Criminal Justice, Fire Science, HVAC, Industrial Maintenance, Office Administration, Welding. Students transitioning to a course listed in the Certificate of Technology or Associate of Applied Science must follow TSI Assessment Standards.	
Active Member of Armed Forces	A student who is serving on active duty as a member of the armed forces of the United States, the Texas National Guard, or as a member of a reserve component of the armed forces of the United States and has been serving for at least three years preceding enrollment.	
Veteran of Armed Forces	A student who on or after August 1, 1990, was honorably discharged, retired, or released from active duty as a member of the armed forces of the United States or the Texas National Guard or service as a member of a reserve component of the armed forces of the United States.	
Non-Degree Seeking	Must follow Hill College procedures for non-degree seeking. See page 8 of the current TSI Plan for specifics.	
College Prep	High School graduates who have completed integrated reading/writing or math college prep with a designated provided must submit proof of completion. Waiver is valid for 2 years from High School Graduation.	

	READING/WRITING	MATHEMATICS
HILL COLLEGE	**Reading/Writing Based Courses: ENGL 1301, 1302, 2311, 2322, 2323, 2327, 2328, 2331; HIST 1301 & 1302; GOVT 2305 & 2306; BIOL 2401 & BIOL 2402; PSYC 2301**	**Math Based Courses: MATH 1314, 1316, 1324, 1332,1342, 1350, 2412, 2413, 2414, 2415**

Dual Credit Waiver: TEMPORARY WAIVER from TSIA Assessment that if not used to complete a College-Level course during the duration of high school must be removed prior to enrolling in college after high school graduation.				
ACT APLAN		**ACT PLAN**: minimum composite score of 23 AND a minimum score of 19 or higher in English		**ACT PLAN**: Minimum composite score of 23 AND 19 or higher in mathematics
ACT Aspire		**ACT-Aspire**: English score of 435		**ACT Aspire:** mathematics score of 431
PSAT/NMSQT **(Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered after October 15 2015 is not allowed)**		Prior to October 15, 2015 - Combined score of 107 AND minimum of 50 on the reading OR After October 15, 2015 – Score of 460 on the evidence-based reading and writing (EBRW)		Prior to October 15, 2015- Combined score of 107 AND a minimum of 50 on the mathematics test OR After October 15, 2015 – Score of 510 on the mathematics test
STAAR EOC State of Texas Assessment of Academic Readiness		***English III** EOC combined assessment in both reading and writing Level 2 scores (4000) OR **Dual Credit Waiver Only**- Minimum score of 4000 on the **English II** STAAR EOC		***Algebra II** EOC Level 2 TEA score 4000 OR **Dual Credit Waiver Only**- Minimum score of 4000 on the Algebra I STAAR EOC AND 70 or higher on the high school Algebra II course
Dual Credit Allowable Courses Courses allowed to be taken by students who are not yet TSI compliant, but have at least attempted the TSIA Assessment	**Language, Philosophy, and Culture** HUMA 1301 – Intro to Humanities I HUMA 1302 – Intro to Humanities II	**Creative Arts** ARTS 1301 – Art Appreciation ARTS 1303 – Art History I ARTS 1304 – Art History II DRAM 2366 – Development of the Motion Picture MUSI 1306 – Music Appreciation MUSI 1310 – American Music	**Social and Behavioral Sciences** ECON 2301 – Principles of Macroeconomics ECON 2302 – Principles of Microeconomics SOCI 1301 – Intro to Sociology	**Content Area Option** BCIS 1305 – Business & Computer Applications SPCH 1315 – Public Speaking PSYC1100-Learning Frameworks

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MEMORANDUM OF UNDERSTANDING

COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES (HB5)

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, 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 ~~Grandview~~ Burleson (ISD) 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 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 for the academic years of 2026-2027 and 2027-2028 or until terminated by either party. Either party may terminate this MOU, without cause, upon at least thirty (30) days prior to 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 Benero
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 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.

Irene Benero

3/24/26

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

Date

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

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

Date 3-9-2026