EVERMAN INDEPENDENT SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

EVERMAN INDEPENDENT SCHOOL DISTRICT AND HILL COLLEGE

COLLEGE PREP ENGLISH LANGUAGE ARTS and MATH COURSES

This Memorandum of Understanding (MOU) is entered into as of the 1st day of August, 2026 (the "Effective Date") between the Everman Independent School District (ISD), a Texas independent school district located at 1520 Everman Parkway, Everman, TX 76140, and Hill College (HC), a community college located at 112 Lamar Dr., Hillsboro, Texas 76645.

WHEREAS, the State of Texas, via the Texas Education Agency (TEA), allows for College Preparatory Courses for Accountability that count for CCMR credit in the public-school accountability system. Each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory English language arts and or Mathematics;

WHEREAS, the parties have agreed to enter into a collaborative agreement where students who are deemed not to be college-ready per college readiness standards, the College Preparatory courses for accountability process aims to ensure that college preparatory courses (defined in Texas Education Code (TEC) 28.014) align with standards consistent with other indicators of college readiness. Under TEC 28.014, college preparatory courses are courses developed through partnerships between a school district and at least one institution of higher education (IHE)

WHEREAS, Everman 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 English language arts and Math;

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 English language arts and Math 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 August 1, 2026, and continue for a period of one (1) year. 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 the English language arts courses:

i. To share data and provide feedback regarding student success on entry-level college 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 English language arts that require English language arts college readiness;

B. HC agrees to the following for the college preparatory English language arts course:
i. To provide the Student Learning Outcomes for the Integrated Reading/Writing course;
ii. To provide the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis).
iii. To provide monthly meetings between the HC faculty and ISD faculty teaching the course.

C. ISD agrees to the following for the Mathematics and English language arts courses:
i. To provide highly qualified instructors for the courses being taught;
ii. To identify 12th-grade students who are not college-ready per TSIA;
iii. To provide professional development and resources required to teach the English language arts and Math 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;

D. ISD agrees to the following for the college preparatory English language arts course:
i. To teach Integrated Reading and Writing course that focuses on critical reading and college-level writing, as well as college readiness skills to track students to ENGL 1301; Expectation of a passing grade of C or higher in the class.
ii. Require students to take the TSI Assessment;
iii. To meet monthly with HC faculty

E. 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 monthly meetings between the HC faculty and ISD faculty teaching the course.

F. 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 1314) or College Statistics (MATH 1342); Expectation of a passing grade of C or higher in the class.
ii. Require students to take the TSI Assessment;
iii. To meet monthly 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. Felicia Donaldson
   Superintendent, Everman ISD
   1520 Everman Parkway
   Everman, TX 76140

   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

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 the same instrument.

20. Non-Discrimination. Neither Hill College nor Everman ISD will discriminate based on 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 2nd day of June, 2026.

EVERMAN ISD

Felicia Donaldson

Dr. Felicia Donaldson
Superintendent
Everman ISD

HILL COLLEGE

Irene Benero

Irene Benero
Vice-President Student Learning and Success
Hill College