DUAL CREDIT PARTNERSHIP AGREEMENT

Between

HILL COLLEGE

And

PENELOPE INDEPENDENT SCHOOL DISTRICT

In accordance with the Texas Administrative Code and 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, thus developing a bridge between secondary and postsecondary education (TEC 28.009; TAC C-1). 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 the following documents prior to registration: Hill College Dual Credit/Concurrent Permission Form, high school transcript, qualifying college readiness scores, 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. A college course offered for dual credit must be: (A) in the core curriculum of the public institution of higher education providing the credit; (B) a career and technical education course; (C) a foreign language course; or (D) a college pathway course that satisfies specific degree plan requirements leading to the completion of a board approved certificate, Associate of Arts, Associate of Science, Associate of Applied Science , or Field of Study.

C. 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)

D. The ISD will work closely with the Hill College dual credit representative to ensure that the college offers sufficient requested courses and/or sections. The feasibility of offering specific courses will be negotiated by Hill College and high school personnel. (TAC C-4)

E. 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 Student Learning and Success Office.

F. In addition to dual credit waivers for Texas Success Initiative Assessment (TSIA) Assessment (See Appendix A), the following core curriculum courses may be taken by dual credit students, who are not yet TSI compliant but have at least attempted the TSIA:

Core Area	Course Number and Title
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 1310 – Intro to Theater • 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

2. Student Eligibility

A. TSIA 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 college-readiness 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 Appendix A.

B. TSI rules state that students registering in a level-one certificates or less are exempt from the TSI Assessment requirements. A high school student can register in career and technical/workforce education dual credit courses without having to show college readiness on an approved TSI Assessment if the student has permission of the high school.

C. 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.

D. Students coming from a non-traditional program of study (i.e., a home school, private or a non-accredited high school) and seeking dual credit/concurrent courses at Hill College must satisfy paragraphs A through C of this subsection.

E. To be eligible for registration in a dual credit course, students must meet all the college's regular prerequisite requirements designated for that course.

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

3. **Location of Classes**

A. Dual credit courses may be taught on one of Hill College's campus/centers, online, through distance learning, or on the high school campus. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.85(c)]

B. 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 education courses.

4. **Composition of Class**

A. Courses offered on any Hill College campus/center will be open to both eligible dual credit high school students and college credit students.

B. Dual credit classes planned at any approved off-campus site in collaboration with the appropriate college faculty, staff, and local high school personnel will be available to dual credit students only and only if the number of dual credit students is justifiable.

C. Only under the rare circumstances listed below will classes at an approved off-campus site such as a high school be permitted to include both dual credit students and non-dual credit high school students. Such mixed classes 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.

D. It is the responsibility of the ISDs' 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 follow 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.

5. **Faculty Selection, Supervision, and Evaluation**

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 or Hill College must document academic preparation, work experience, other appropriate qualifications (certificates, licensure, etc.), and justification for any exceptions to SACSCOC requirements.

A. Part-time instructors teaching dual credit courses must meet the same standards, review, and approval procedures as full- time, regular Hill College faculty.

B. Faculty for a dual credit course who are not full-time faculty members of Hill College report directly to the appropriate Dean of Student Learning and Success 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.

C. 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.

D. 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 progress reports, midterm, and final grades.

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.

E. Applications for employment and official transcripts from each college or university attended MUST be submitted and approved before classes start. All paperwork will be kept on file at Hill College.

6. Course Curriculum, Instruction, and Grading

A. 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.

B. Approved courses being taught for dual credit must follow the approved master syllabus of the discipline and of Hill College.

C. 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 student learning and success. Other instructional materials for dual credit/concurrent courses must be identical or at an equivalent level to materials used by Hill College.

D. 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), WC (withdrawn COVID). 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 to award high school credit only or high school and college credit depending on student performance.

E. 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. Faculty and students of dual credit classes are expected to use the LMS for Hill College and/or the approved LMS for the ISD for all grades, reports, assignments, etc.

7. Academic Policies and Student Support Services

A. 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 and procedures as the courses outlined in the Hill College policy manual, catalog, and student handbook. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.85(g)(1)]

B. 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 must provide the numeric grade to the student or directly to the high school official within 5 class days of the request.

C. All academic policies of the college are applicable to dual credit courses and students. These policies include the appeal process, dropping/adding courses, grading policy, distribution of the syllabus, academic integrity, student conduct, etc. Dual credit students may reference the Hill College Student Handbook and website for information. Dual credit students violating policies will be subject to the penalties described in the course syllabus and any relevant Hill College policies. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.85(g)(1)]

   Students taking college courses dual credit courses can utilize the same or comparable support services afforded to all Hill College students. The college is responsible for ensuring timely and efficient access to such services, academic advising, 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. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.85(g)(2)]

D. 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.

E. 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, a student ID card, bill for registration, or a class schedule.

F. 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 regarding dual credit will be maintained on the Hill College dual credit website.

G. The ISD and Hill 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. ß1232g), 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.

H. 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.

I. Upon registering in dual credit courses, the student's information will become part of the Hill College's student directory information and subject to the Texas Public Information Act. Students will be able to designate the release of directory information.

J. Hill College advisors, success coordinators and navigators will provide information and resources to dual credit students to help achieve academic and personal success goals. Staff assist with policy and degree requirements, education planning, transfer and career opportunities. (TAC C-2). Hill College Navigators will be on each ISD campus at least once a week to provide support and navigation to students, faculty and staff and ensure open and clear communication with Hill College faculty and staff. The ISD partner will provide their navigator a consistent workspace in which they can serve students, staff, and administration.

K. It is the policy and procedure of Hill College to provide reasonable accommodation 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 needed.

L. If for any reason, it becomes necessary for a student who has registered for a Hill College class to withdraw or drop from the class, Hill College and the ISD agree it is the responsibility of the student to officially withdraw or drop the college course.

M. A student may add or drop a course prior to the official census date for the course. Students who drop before the official college census date will not receive a grade; tuition and fees will be refunded according to the Hill College approved refund schedule.

N. 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 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 withdraw from the course on or before the last day will receive a performance the earned 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. (TAC C-6)

O. 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 to the lending library, the student's account will be cleared of any obligation.

P. As of Fall 2019 and in accordance with Senate Bill 25, a student enrolled in a dual credit course at an institution of higher education shall file a degree plan with the institution when the student has earned a cumulative total of 15 or more semester credit hours of course work.

8. Transcription of Credit

A. For both technical and academic dual credit/concurrent credit courses, college credit will be placed on the transcript immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.85(h)]

B. Before 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 the student or the high school.

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

D. 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.

E. Students registered in job training or continuing education courses may be eligible for Course Completion Certificates if all specific requirements in the course syllabus are met and certified by the Job Training and Workforce Partnerships Department.

F. 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.

9. Sources of Funding

A. State funding for dual credit/concurrent courses will be available to the ISD and Hill College based on 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.

B. As of fall 2023, per HB 8, 88th Regular Legislature, the Financial Aid for Swift Transfer (FAST) program was outlined and adopted to allow eligible students to enroll, at no cost to the student, in dual credit courses (HB 8 Sec. 28.0095.) Institutions of higher education may not collect tuition and fees from Financial Aid for Swift Transfer (FAST) eligible dual credit students. Additionally, Hill College may only collect a maximum of $55 per credit hour for non-FAST-eligible dual credit students (HB 8, Section 43.308.) Hill College will then receive performance and outcome-based funding reimbursement from the state as they meet eligibility requirements outlined in HB 8 Sec. 61.003 and funded by the Foundation School program.

C. In accordance with the tuition and fee structure established by the Hill College Board of Regents and the table below, Hill College agrees to charge only non-FAST-eligible students' tuition and have waived all fees for all dual credit students 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. The ISD agrees to pay for the cost of textbooks and required course supplies for all FAST-eligible students.

FAST-Eligible Students – Economically Disadvantaged	**Non-FAST-Eligible Students**
Tuition = $0 per credit hour	Tuition = $55 per credit hour
Fees = $0 per credit hour	Fees = $0 per credit hour
Books = Paid by ISD	Books = Paid by student/ISD
Supplies = Paid by ISD	Supplies = Paid by student/ISD

D. Non-FAST-eligible dual credit students must pay tuition at the time of registration as mandated by Hill College policy.

E. If the ISD is to be responsible for payment either in part or in full of a student's tuition, textbooks, and supplies, Hill College agrees to bill the school district when Hill College receives the documentation of FAST eligibility from the state. 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. Students are billed separately by Hill College for costs not paid by ISD.

F. Textbooks adoptions will be provided by Hill College. Hill College is dedicated to working to find open educational resources (OER's) for as many disciplines as possible. As adoptions are made Hill College will commit to a three-year adoption period.

G. Students who officially withdraw from Hill College will have their tuition refunded according to the official refund policy schedule for all students. Tuition 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.

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

10. Defined Sequence of Courses

The most common dual enrollment courses taken in Texas are English 1301 (Composition I), English 1302 (Composition

II), History 1302 (United States History II), Government 2305 (Federal Government), History 1301 United States History I), Economics 2301 (Principles of Macroeconomics), and Math 1314 (College Algebra). Dual credit courses taught exclusively to high school students on a high school campus or courses taught electronically must comply with the general rules for dual credit courses as well as the THECB's rules that apply to distance education and off-campus and self-supporting courses. In some cases, we have special AA or AAS programs that we offer to certain districts as well as technical certificates and PTECH opportunities with certain ISDs. In those cases, we will provide an appendix to outline those crosswalks and degree plans or certificates.

11. Student Conduct

A. Dual credit students will be required to adhere to college policies and procedures including student conduct as set forth in the Hill College policy manual and the Student Handbook while on a Hill College campus and/or while in attendance in Hill College classes at off-campus instructional sites such as the high school.

B. Failure to comply with Hill College policies and procedures may result in dismissal of the student from Hill College classes. Hill College and the partner ISD will be cooperative in disciplinary issues to the extent possible, but the college will have final authority over disciplinary matters relating to Hill College courses.

C. Disciplinary issues will be reported and addressed according to published college policies and procedures.

D. The ISD will notify Hill College of student behavioral issues that would impact a dual credit course, particularly regarding matters concerning student and employee safety.

12. Non-Discrimination

Hill College is committed to the principle of equal opportunity in education and employment. The college does not discriminate against individuals on the basis of age, race, color, religion, sex, national origin, disability, genetic information, or veteran status in the administration of its educational programs, activities, or employment policies. Retaliation against anyone involved in the complaint process is a violation of college district policy and is prohibited. Reports of discrimination may be directed to the Title IX coordinator. The college district designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Ms. Tamy Rogers
Executive Director of Human Resources
112 Lamar Drive
Hillsboro, TX 76645
254-659-7731 or trogers@hillcollege.edu

13. Title IX

Hill College strives to maintain a work and educational environment free from discrimination, sexual harassment, sexual assault, stalking, rape, dating and domestic violence, and related retaliation in accordance with applicable federal and state laws. Students may contact the Office of the Student Experience, dean of students, Offices of Campus Safety, campus security authority (CSAs) or Title IX coordinator for assistance with reporting a complaint or may file a complaint online from the Hill College website. The Title IX coordinator:

Ms. Tamy Rogers
Executive Director of Human Resources
112 Lamar Drive
Hillsboro, TX 76645
254-659-7731 or trogers@hillcollege.edu

14. Facilities and Technology

A. The high school or ISD partner agrees to provide and maintain adequate instructional spaces, resources, and technology to serve dual credits faculty and 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 and college learning environment at the ISD location.

B. The high school or ISD partner will ensure that Hill College faculty and dual credit students have access to college email, MyHC, the learning management system, and the library resources from the ISD computers.

C. Dual credit students may need access to devices capable of running a lock down browser, LMS, or other security programs, devices/internet access unrestricted by the ISD filter, as well as a webcam. Such access is vital for academic integrity measures, Internet-based course materials, research and course projects. Student resources are available on the Hill College campus to fulfill such needs should the student choose to implement them.

D. The college recommends the ISD assign students enrolled in online dual credit courses to a computer lab with a facilitator for at least one class period per day.

15. Term

The term of this MOU shall commence on the last date of the final signature on page 9 of this MOU and shall continue for a period of 24 months (about 2 years) 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.

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

7/17/2024

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

Date

Approved by the Penelope ISD Board of Trustees; executed by Penelope ISD; and signed by its superintendent.

7-15-24

Mr. Robert Bray
Penelope ISD Superintendent
309 Avenue D
Penelope, TX 76676

Date

Appendix A

	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 institutional 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.		
Texas College Bridge	High School graduates who have completed the Texas College Bridge integrated reading/writing or math must submit certificate 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

	Language, Philosophy, and Culture	Creative Arts	Social and Behavioral Sciences	Content Area Option
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	HUMA 1301 – Intro to Humanities I HUMA 1302 – Intro to Humanities II	ARTS 1301 – Art Appreciation ARTS 1303 – Art History I ARTS 1304 – Art History II DRAM 1310 – Intro to Theater DRAM 2366 – Development of the Motion Picture MUSI 1306 – Music Appreciation MUSI 1310 – American Music	ECON 2301 – Principles of Macroeconomics ECON 2302 – Principles of Microeconomics SOCI 1301 – Intro to Sociology	BCIS 1305 – Business & Computer Applications SPCH 1315 – Public Speaking PSYC1100-Learning Frameworks

MEMORANDUM OF UNDERSTANDING

COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES (HB5)

Between

HILL COLLEGE

And

PENELOPE INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into between the Penelope Independent School District (ISD), a Texas independent school district located at 309 Avenue D, Penelope, TX 76676, 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, Penelope 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 12 months or until terminated by either party. Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

3. **Support and Services**

   ISD and HC agree to the following conditions:

   A. HC agrees to the following for both the mathematics and English language arts courses:
      i. To share data and provide feedback regarding student success on entry-level college mathematics and

English language arts courses;

ii. To train advisors to recognize and honor course(s) on school district transcripts;

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

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

i. To provide the Student Learning Outcomes;

ii. To provide the syllabi for the courses being offered.

iii. To provide regular meetings between the HC faculty and ISD faculty teaching the course.

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

i. To provide the Student Learning Outcomes for Integrated Reading/Writing (INRW 0303) course;

ii. To provide the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis).

iii. To provide regular meetings between the HC faculty and ISD faculty teaching the course.

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

i. To provide highly qualified instructors for the courses being taught;

ii. To identify students who are not college ready as stated in HB 5;

iii. To provide professional development and resources required to teach the mathematics and English language arts courses;

iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;

v. To provide curriculum for the course that is consistent with HC Student Learning Outcomes;

vi. To aid with admission, enrollment, and financial aid applications;

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

i. To teach a math course designed to focus on college mathematics (algebraic or non-algebraic) concepts;

ii. Require students to meet college readiness scores on the TSI Assessment;

iii. To meet regularly with HC faculty.

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

i. To teach an integrated Reading and Writing course that focuses on critical reading and college-level writing;

ii. Require students to meet college readiness scores on the TSI Assessment;

iii. To meet regularly with HC faculty.

4. Non-Compliance

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

5. Liability

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

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, ISD MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF

ANY KIND, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL ISD BE LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF ISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnity

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

7. Notice

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to ISD:
Mr. Robert Bray
Superintendent, Penelope ISD
309 Avenue D
Penelope, TX 76676

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.

7/12/2024

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

Date

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

7-15-24

Mr. Robert Bray
Penelope ISD Superintendent
309 Avenue D
Penelope, TX 76676

Date