

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

This Memorandum of Understanding (MOU) is entered into as of October 30, 2018 (the "Effective Date") between the Mount Calm Independent School District (ISD), a Texas independent school district located at P.O. Box 105, Mount Calm, TX 76673, and Hill College (HC), a community college located at 112 Lamar Dr., Hillsboro, Texas 76645.

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

WHEREAS, the parties have agreed to enter into a collaborative agreement where students who are deemed not to be college ready per House Bill 5, Section 10;

WHEREAS, Mount Calm Independent School District (ISD) and Hill College (HC) jointly recognized an opportunity to create seamless pathways for students to enter into college level work in mathematics and English language arts;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ISD and HC, intending to be legally bound, agree as follows:

**1. Scope of Services**

ISD and HC agree to collaborate to develop and maintain developmental mathematics and English language arts courses that meet the terms of this agreement as outlined in the Support and Services section of this MOU. ISD and HC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

**2. Term**

The initial term of this MOU shall begin on October 30, 2018, and continue for a period of two (2) years. Thereafter, HC may review this MOU for two (2) consecutive one (1) year terms by delivering written notice to ISD. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

**3. Support and Services**

ISD and HC agree to the following conditions:

- A. HC agrees to the following for both the mathematics and English language arts courses:
  - i. To share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
  - ii. To train advisors to recognize and honor course(s) on school district transcripts;
  - iii. To ensure that eligible students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;
  
- B. HC agrees to the following for the college preparatory mathematics courses:

- i. To provide the Student Learning Outcomes;
  - ii. To provide the syllabi for the courses being offered.
  - iii. To provide regular meetings between the HC faculty and ISD faculty teaching the course.
- C. HC agrees to the following for the college preparatory English language arts course:
- i. To provide the Student Learning Outcomes for Integrated Reading/Writing (INRW 0303) course;
  - ii. To provide the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis).
  - iii. To provide regular meetings between the HC faculty and ISD faculty teaching the course.
- D. ISD agrees to the following for both the mathematics and English language arts courses:
- i. To provide highly qualified instructors for the courses being taught;
  - ii. To identify students who are not college ready as stated in HB 5;
  - iii. To provide professional development and resources required to teach the mathematics and English language arts courses;
  - iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
  - v. To provide curriculum for the course that is consistent with HC Student Learning Outcomes;
  - vi. To provide assistance with admission, enrollment, and financial aid applications;
- E. ISD agrees to the following for the college preparatory mathematics course:
- i. To teach a math course designed to track students to College Algebra (MATH 0314 Intermediate Algebra);
  - ii. Require students to pass the TSI Assessment;
  - iii. To meet regularly with HC faculty.
- F. ISD agrees to the following for the college preparatory English language arts course:
- i. To teach Integrated Reading and Writing (INRW 0303) course that focuses on critical reading and college-level writing, as well as college readiness skills;
  - ii. Require students to take the TSI Assessment;
  - iii. To meet regularly with HC faculty.

#### 4. Non-Compliance

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

#### 5. Liability

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

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