



This Amendment to the Memorandum of Understanding ("Agreement") by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Clear Creek Independent School District**, a public school district established by law and political subdivision of the State of Texas ("ISD" or "District") amends as of **August 21, 2023** ("Amendment Effective Date"). Individually, SJCCD or Clear Creek ISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. PURPOSE

- a) In November 2019, SJCCD and Clear Creek ISD entered into an MOU documenting a dual credit provider relationship. The document also defined the responsibilities of the Parties.
- b) At this time, both Parties wish to move forward in adopting the Financial Aid for Swift Transfer (FAST) program as recently established under House Bill 8 during the regular 2023 Texas legislative session and as implemented by the Texas Higher Education Coordinating Board.

The following sections of the MOU shall be amended as follows (changes in *italics*):

II. RULES AND CRITERIA FOR COLLEGE COURSES OFFERED FOR DUAL CREDIT

- a) Add Section b(xi) – *Students are eligible to participate in the FAST program after qualifying for the Free and Reduced Lunch program as outlined by the USDA Food and Nutrition Service, and once qualified may not pay any portion of tuition, fees, course materials or other charges.*
- b) Section j(ii) - SJCCD will waive the portion (of tuition) as approved by the Board of Trustees as the appropriate tuition for college courses taken for dual credit by each CCISD student. *The College will apply the FAST discount for the remaining percent of tuition for all students who qualify for FAST.* The remaining percent of the tuition *for all students not qualifying for FAST* will be paid by CCISD or the students from CCISD, or any combination thereof. Any fees shall be paid by CCISD or the students from CCISD, *with the exception that FAST participants may not pay any fees.*
- c) Section j(iv) - CCISD or the students from CCISD, or any combination thereof, will cover

the expense of all learning materials for CCISD students enrolled in SJCCD courses offered for dual credit who do not qualify for FAST. CC/SD will cover the expense of all learning materials for all FAST-eligible students.

11. SHARED CONFIDENTIAL STUDENT DATA PROVISIONS

- a) Section a(iii) - CCISD grants SJCCD, and SJCCD grants CCISD, permission to use such data only for the following purpose and for no other purpose: to track current CCISD students who earned credit in a college course offered for dual credit, or have graduated or completed a sequence of courses leading to certification, licensure, or an Associate Degree from SJCCD while maintaining dual enrollment at CCISD, and to establish eligibility to participate in the FAST program.

- b) Add Section b(8) - Eligible for Free/Reduced Lunch (YIN)

GENERAL PROVISIONS

- a) Miscellaneous. The MOU shall remain in full force and effect as hereby amended. Any capitalized terms used herein and not defined shall have the same meaning as the like term or terms used in the MOU. In the event of a discrepancy between the terms of this Amendment and the MOU, the terms and provisions of the Amendment shall prevail.
- b) Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.
- c) Counterparts: Electronic Transmission. This Amendment may be signed in duplicate counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. The Parties expressly agree that this Amendment may be signed and transmitted by the Parties through electronic means and such electronic execution and transmission shall have the same effect as an original.

Dual Credit MOU Amendment executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT