



This Memorandum of Understanding (“Agreement”) is 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 **Humble Independent School District**, a public school district established by law and political subdivision of the State of Texas (“Humble ISD” or “District”) as of the effective date of **August 15, 2022** (“Effective Date”). Individually, SJCCD or Humble ISD shall be referred to herein as “Party” and collectively, as “Parties.”

The Parties agree to the following:

#### **I. TERM**

This Agreement shall commence on the Effective Date and expire on **August 31, 2025** (“Expiration Date”). As used herein, the term “Term” shall mean the time period between the Effective Date and the Expiration Date.

#### **II. WEBSITE**

Both Parties agree to post a copy of this Agreement on their respective internet websites in accordance with Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between secondary schools and Texas public colleges.

#### **III. OVERVIEW**

The College is committed to serving the students and communities of the greater Houston area through collaborative work with school districts in the College’s service area. A major initiative promoting a college-going and college graduation culture is the SJCCD’s Dual Credit Program, which complies with Applicable Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students. The term ‘partnership’ as used in this Agreement refers to the dual credit partnerships as described in Title 19, Part 1, Chapter 4, of the Texas Administrative Code. The Texas Administrative Code (19 TAC), Chapter 9, Subchapter H, Partnerships between Secondary Schools and Texas Public Two-Year Colleges establishes authority and rules for two-year associate-degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student’s high school curriculum requirements and college-level credit. 19 TAC § 9.143 requires dual credit programs to comply with the rules set forth in 19 TAC, Chapter 4, Subchapter D, Rule § 4.84 for dual credit

partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

#### **IV. NON-DISCRIMINATION**

The College is committed to equal opportunity for all students, employees, and applicants without regard to race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status in accordance with Applicable Law.

No person, including students, faculty, staff, part-time, and temporary workers, will be excluded from participation in, denied the benefits of, or be subjected to discrimination or harassment under any program or activity sponsored or conducted by the College on the basis of the categories listed.

For more information, please visit: [Board Policy IV-B: Policies on Equal Opportunity](#) and [Policy III.3006.D: Sexual Misconduct](#).

#### **V. APPLICABLE LAW**

Both Parties agree to perform its respective obligations and operate the Dual Credit ("Program") in compliance with the applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the Texas Constitution, the Texas Education Code, the Texas Administrative Code, the Texas Government Code; the Texas Local Government Code; the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; United States Department of Education requirements; all Texas Education Agency ("TEA") and Texas Higher Education Coordinating Board ("THECB") regulations and guidelines applicable to dual credit programs, courses and coursework, and personnel, including, without limitation, Texas Education Code § 28.009; 19 Texas Administrative Code Chapter 4, Subchapter D; and Chapter 9, Subchapter H; requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, "Applicable Law").

#### **VI. PURPOSE**

The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment and operation of the Program for eligible students, which will allow the students to earn college credit while simultaneously earning credit toward their high school graduation requirements. This Agreement encompasses all programs and initiatives under the dual credit programs as required by Applicable Law. An additional agreement is required by TEA for early college high schools.

## **VII. ELIGIBLE COURSES**

- a) Courses offered for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of Workforce Education Course Manual (WECM) adopted by the THECB or a foreign language course.
- b) The College and the District will develop a course equivalency crosswalk which shall be incorporated herein by reference and attached by Addendum, identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed through the Program.
- c) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- d) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.
- e) A corresponding PEIMS high school course code as identified in the current PEIMS Data Standards manual adopted by the State Board of Education shall be provided by the District indicating the high school course(s) for which high school credit shall also be awarded.
- f) The College and the District agree that SJCCD policies and practices regulating dual credit courses will be followed.


## **VIII. STUDENT ELIGIBILITY REQUIREMENTS**

- a) To be eligible for dual credit enrollment at SJCCD, the high school student must:
  1. Meet all requirements for standard admission to the College as outlined in the College's current College Catalog, as well as other requirements that may be imposed by the District.
  2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law and as outlined by the THECB rules and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85 including the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB.
  3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
  4. Must submit a completed Dual Credit Enrollment Form with District approval before or at the time of course registration.
- b) Students taking the TSIA2 at SJCCD will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA2). Students will be charged for any additional testing attempts at the current SJCCD Board approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment.
- c) The District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.

## **IX. LOCATION OF CLASSES**

- a) The location of the dual credit Program courses will be held at the College's campus, high school campus or an approved instructional site in accordance with SACSCOC standards. The College will comply with Applicable Law for offering courses at a distance. In addition, college courses taught

electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically. The College shall be responsible for the maintenance and operations at the SJCCD campus(es). For college classes taught on Humble ISD facilities, the ISD shall be responsible for maintenance and operation at those facilities. Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

- b) The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are conducive to college-level instruction and learning by the first day of class including:
- Ensuring that college faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology.
  - 
  - Permitting access to the College's electronic learning resources, including adjusting firewalls, when the course is taught at the School District.
  - Ensuring that any science course classrooms meet the laboratory safety standards and have material/equipment required for College courses available in all labs in which classes are being taught to comply with the College science program requirements.
  - Students enrolled in the dual credit program attending classes at SJCCD must adhere to the SJCCD policies and procedures in the Code of Student Conduct.  
<https://publications.sanjac.edu/student-handbook/code-student-conduct/>
  - Students enrolled in dual credit classes at the high school must adhere to the ISD code of student conduct or student handbook.

#### **X. TRANSPORTATION**

- a) SJCCD will not provide student transportation. Students are responsible for their own transportation. Students are required to attend classes at the College on days that constitute holidays or days off for the District when the College is open and operating classes. Students are required to ensure arrival at the College's campus early enough to be on time for class.
- b) If required and deemed necessary and at the sole discretion of the District, the District will provide students appropriate transportation under State law and District rules and procedures. If the District sponsors student transportation, the District agrees to schedule appropriate transportation to ensure arrival at the College's campus early enough to allow students to be on time for class.

#### **XI. STUDENT COMPOSITION OF CLASS**

- a) Where practical, SJCCD will make reasonable efforts to provide dual credit student only classes on the SJCCD campus and to limit class composition to dual credit students only. However, dual credit students attending classes on an SJCCD campus will likely be in classes with students from the general College population. In the event dual credit students are assigned to classes with students from the general College population, SJCCD will communicate "drop deadlines" to dual credit students through course instructors or via email along with posting on the SJCCD website.

#### **XII. FACULTY SELECTION, SUPERVISION AND EVALUATION**

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered at the College, according to College and departmental policies and procedures. These instructors

must meet the minimal requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.

**XIII. COURSE CURRICULUM, INSTRUCTION AND GRADING**

- a) The College shall ensure that all dual credit courses meet the same standards as any other College course with respect to the curriculum, materials, instruction, and method of student evaluation. These standards shall be upheld regardless of the student composition of the dual credit class.
- b) The course syllabus will be available to students through the Blackboard Learning Management System. The syllabus will contain the following information: course description; learning outcomes; a list of required materials/textbook(s) for the course; the method(s) of instruction; grading policy; instructor’s office hours and location; method of student evaluation; general classroom policies including attendance; a calendar of lecture/discussion topics and assignment due dates; and other material deemed pertinent by the instructor.
- c) All faculty teaching dual credit students will follow the College Grading System as stated in the SJCCD Catalog as well as the grading criteria in the department approved syllabus.

SJC Grade	SJCCD Numerical Range	SJCCD Definition	SJCCD Point Value
A	90-100	Excellent, superior achievement	4
B	80-89	Good, above average achievement	3
C	70-79	Average, acceptable achievement	2
D	60-69	Passing, marginal achievement	1
F	59 and below	Failure, unsatisfactory achievement	0
FX	59 and below	Failure, unsatisfactory achievement due to absences	0
I		Incomplete	0
NG		No Grade Reported	0
W		Withdrawal, not included in 6 drop limit	0

- d) The College shall ensure that college courses taught for dual credit at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be reasonably upheld regardless of the student composition of the class.
- e) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and District officials will not interfere with the faculty member’s responsibility for assigning College grades.
- f) Final grades shall be submitted by the College to the District’s high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. Humble ISD is responsible for determining the numerical grade equivalent for their students.
- g) The District will provide textbooks, equipment, and supplemental materials required for classes for each registered student. The College will make every effort to use free or low-cost open

educational resources in Program courses. To assist with their success, required textbooks and materials must be available to each registered student on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.

#### **XIV. ATTENDANCE**

- a) Students must report regularly and promptly to dual credit Program courses to ensure success. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence.

#### **XV. WITHDRAWAL FROM COLLEGE COURSES**

- a) Dual Credit Program students wishing to withdraw from college courses must speak with the Dual Credit office and their high school counselor or other high school designated administrator to fully understand how the drop will impact their educational path at the high school and at SJCCD.
- b) All dates regarding withdrawal deadlines published on the SJCCD website shall apply to dual credit Program students. Once the final withdrawal deadline has passed, the student shall have no further opportunities for withdrawal thereafter and will receive the grade earned in the class.
- c) The District shall not implement any policy or procedure that prohibits or restricts a dual credit student from withdrawing from their college course.

#### **XVI. TRANSCRIPTION OF CREDIT**

- a) Grades for college courses will be transcribed upon successful completion of the College's end of term processing following the College's academic calendar.

#### **XVII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS**

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.
- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.

- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/ferpa/ferpa-rights>

#### **XVIII. ACADEMIC POLICES AND STUDENT SUPPORT SERVICES**

- a) Students in dual credit Program courses are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students.
- b) The School District may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to dual credit students enrolled in the Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the Humble ISD Advanced Learning webpage. Information about SJCCD Dual Credit will be posted on the individual high school's College/Career or College Resources website .
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The College and the District will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit web site. In active collaboration with the College, the District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).
- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by Humble ISD and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the Humble ISD web site and the SJCCD Dual Credit web page.
- g) The College and the District will adhere to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. If the class is taught at SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the high school's Counselor responsible for determining accommodations. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible for providing the classroom accommodations. If the class is taught by SJC Faculty at the high school, the District will be responsible for providing the classroom accommodations, and the College's Accessibility Counselor will coordinate class accommodations with the high school's Counselor responsible for determining accommodation.

- h) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program on the College's dual credit website.
- i) Dual credit classes will follow the College Academic Calendar including San Jacinto College student holidays. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the College Department Chair and Division Dean should be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance. College courses and exams should take reasonable priority over School District activities. All dual credit students are responsible for notifying their college instructor if they are missing any classes and must follow course policies on syllabus concerning attendance.
- j) Dual Credit classes must align with and follow the SJC scheduled course start and end times established for the semester. SJC class times must meet established state requirements for instructional minutes. Any exceptions to the schedule must be approved by the Dual Credit office in advance of the start of the semester. SJC faculty are not authorized to change the start and end times of their classes to meet scheduling needs of the District. SJC faculty will remain in the classroom only for the duration of the assigned class time.
- k) The School District will work with the College so College personnel will have the opportunity to monitor the quality of instruction in classes held on the high school campus in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

#### **XIX. STUDENT CONDUCT**

- a) Students enrolled in the dual credit Program are required to adhere to policies, procedures, and regulations regarding facilities and equipment usage and also the College's policies with regard to student conduct while at the SJCCD facilities. The failure of any dual credit Program student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College, including suspension and dismissal from the Program. SJCCD will notify the School District if any student fails to comply with the policies, procedures, and regulations resulting in disciplinary action from the College. All disciplinary action, including suspension and dismissal from the dual credit Program shall be in conformity with the codes of conduct of the College.
- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/> . A student may report a grievance or complaint at the following link: [https://cm.maxient.com/reportingform.php?SanJacCollege&layout\\_id=0](https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0).



## **XX. ACCIDENTS/EMERGENCIES**

- a) Due to federally mandated reporting and procedural requirements applicable specifically to higher education institutions, the procedures set forth in this section will apply in the event any Dual Credit student, instructor, or administrator experiences a physical, mental, or emotional crisis including behavior, or a threat thereof, that is law-violating. Incidents or behaviors that may affect the safety and welfare of a student or students will also follow the provisions of this section. If such an event occurs while the individual is on SJC property or attending an SJC sponsored event or activity off campus, the response to such incidents will be based on SJC policies, procedures, regulations, and guidelines. If such an event occurs while not on SJC property, the response to such incidents will be based on the ISD policies, procedures, regulations, and guidelines. Accordingly, while on SJC property, the policies and procedures of SJC related building use, emergency response, and safety of shall apply, to the extent applicable. Both Parties agree to share all information regarding the event as soon as safely possible utilizing the agreed upon reporting processes.

## **XXI. CONCEALED HANDGUN NOTICE**

Pursuant to Texas Senate Bill 11 (S.B. 11), and in accordance with SJCCD Policy III.3000.A: Campus Carry, a holder of a valid license to carry who is age 21 or older is authorized to possess a concealed handgun on SJCCD property. The policy also identifies certain campus locations and activities that a valid licensed to carry holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the College. More information can be found at <https://www.sanjac.edu/about/policies-procedures/III-3000-A-Campus-Carry.pdf>

## **XXII. FUNDING**

- a) State funding for dual credit courses is available to both the Humble ISD and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. The remaining tuition and fees will be paid by the District to SJCCD. The District may charge students and/or parents/guardians fees associated with the dual credit tuition. The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary or advisable during the year and will provide written notice to the District prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the District shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- c) The District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for Humble ISD students enrolled in the Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. Humble ISD will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by Humble ISD. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45-days of the billing date:

San Jacinto Community College District  
Attn: Accts. Receivable  
4624 Fairmont Parkway Ste. A2-214  
Pasadena, TX. 77504

SJCCD Invoicing Contact:

Primary: Amanda Piggott [amanda.piggott@sjcd.edu](mailto:amanda.piggott@sjcd.edu) 281-998-2665

Secondary: Esmeralda Parrales [esmeralda.parrales@sjcd.edu](mailto:esmeralda.parrales@sjcd.edu) 281-998-6145

- d) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the District or the student, not SJCCD.

### **XXIII. PROGRAM GOALS**

In accordance with Applicable Law, including Texas Education Code § 28.009, SJCCD has developed specific program goals that align with the statewide goals and are listed in [Appendix A](#).

### **XXIV. TERMINATION OF AGREEMENT**

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon 30 days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Humble ISD students taking SJCCD college courses for dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.
- b) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In accordance with Texas Local Government Code Section 271.903, or similarly applicable law, in the event that either the District's Board of Trustees or the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("NonAppropriation") shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least 45 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.

### **XXV. GENERAL PROVISIONS**

- a) No Personal Liability; No Third Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of SJCCD or Humble ISD, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or Humble ISD. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the dual credit Program and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance by the laws of the State of Texas. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Notice. Either party may give notice as required by this Agreement by means of a general notice by written communication or email to the address of the primary contact associated with this Agreement. A copy must be transmitted to the Humble ISD Legal Department, 10203 Birchridge Drive, Humble, Texas 77338 for all notices. Such notice shall be deemed to have been given to either party upon the expiration of forty-eight (48) hours after mailing (if sent by first class mail or prepaid cost) or 12 hours after sending (if sent by email).
- e) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- f) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

**HUMBLE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

**Appendix A**

This Appendix A is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Humble Independent School District with an Effective Date of \_\_\_\_\_.

**Program Goals**

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
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<p>Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.</p> <p>Measures of Implementation: Examples of items to include in documentation:</p> <ul style="list-style-type: none"> <li>• Collaboration between ISDs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits and cost</li> <li>• ISD and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies</li> <li>• Hosting dual credit 101 sessions for high school counselors</li> <li>• Collaboration between ISDs and IHE partner(s) on a marketing campaign</li> <li>• Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.</li> </ul>	<p>Goal 1: The SJCCD dual credit program’s achievement of enrollment in postsecondary education goal is fully supported by outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal, as included in the SJCCD Strategic Plan. Measures of Implementation include:</p> <ul style="list-style-type: none"> <li>• Parent Night and Student Presentations</li> <li>• Website and associated College documents updated often to reflect policies, rules, and financial policies</li> <li>• College staff presentations to ISD School Boards, as requested</li> <li>• Dual credit director and administrators meet with ISD administrators about dual credit programming</li> <li>• SJCCD dual credit office creates marketing posters and brochures to disseminate to the ISDs and homeschools</li> <li>• SJCCD dual credit office maintains a record of visits and activities</li> </ul>
<p>Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.</p> <p>Metric: Examples of items included in analysis:</p> <ul style="list-style-type: none"> <li>• Student enrollment in postsecondary after high school</li> <li>• Time to degree completion</li> <li>• Semester credit hours to degree</li> <li>• Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student subpopulation.</li> </ul>	<p>Goal 2: The SJCCD dual credit program’s successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AS, AAS, or certificate completion as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> <li>• Goals for both transfer and technical certificate and degree attainment assessed through internal databases, THECB data, and the National Student Clearinghouse data; all data are disaggregated based on race and ethnicity, gender, and age</li> <li>• Time to degree completion tracked</li> </ul>

	<p>through internal data</p> <ul style="list-style-type: none"> <li>• Semester credit hours to degree tracked through internal data</li> <li>• Analysis of measures in enrollment in persistence through postsecondary education, disaggregated by student subpopulations, tracked through internal data</li> <li>• Dual credit office performs transcript audits to determine hours to degree and graduation options</li> <li>• Dual credit office performs student advising with dual credit high school students per THECB rules</li> </ul>
<p>Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.</p> <p>Metric: Examples of items included in analysis:</p> <ul style="list-style-type: none"> <li>• Student enrollment in postsecondary after high school</li> <li>• Time to degree completion</li> <li>• Decrease in excess number of semester hours beyond required hours to degree completion</li> <li>• Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.</li> </ul>	<p>Goal 3: The SJCCD dual credit program will develop an effective bridge between secondary and postsecondary education to increase the number of high school graduates who are college ready, according to the policies of THECB and statute, as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> <li>• Student enrollment in postsecondary after high school is tracked through internal databases and THECB data; all data are disaggregated based on race and ethnicity, gender, and age, as well as specific ISD</li> <li>• Using transcripts and testing, the Dual credit office determines dual credit student college readiness, according to the methodologies set forth in statute and THECB policies</li> <li>• SJCCD offers online test preparation through the PAA which is available to all dual credit students</li> <li>• In order to decrease the excess hours to completion, the Dual credit office creates a program completion plan for each student and maintains these in Degreeworks; dual credit students are tracked according to standard College processes</li> <li>• SJCCD provides student support services for all dual credit students, as do the ISDs</li> </ul>

<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p>	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p>
<ul style="list-style-type: none"> <li>• Analysis of performance in subsequent course work.</li> </ul>	<p>Metric:</p> <ul style="list-style-type: none"> <li>• SJCCD analyzes enrollment, completion, and success data of dual credit students by ISD. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery.</li> <li>• SJCCD Institutional Research Office creates an ISD portfolio for each ISD with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.</li> </ul>