



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 **Lutheran South Academy**, a private school Academy established by law and political subdivision of the State of Texas ("Lutheran South Academy" or "Academy") as of the effective date of **May 10, 2024** ("Effective Date"). Individually, SJCCD or Lutheran South Academy 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") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). 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 under Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 for dual credit partnerships between public school and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with high schools in the College's service area. A major initiative promoting a college-going and college-graduation culture is the partnership between Lutheran South Academy and San Jacinto Community College to establish a dual credit program. This dual credit program 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 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) 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. 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 of a dual credit program with courses offered on all campus of SJCCD.

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 per 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 on the College's non-discrimination policy, see Board Policy IV-B: Policies on Equal Opportunity and Policy III.3006.D: Sexual Misconduct.

The Academy will designate a specific Academy official who is certified as a Title IX Investigator to serve as the authorized liaison for the SJCCD Office of Human Resources. The Academy official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel or student matter.

The Parties acknowledge their respective duties and obligations to enforce their student codes of conduct and policies applicable to both students and staff, as well as investigate and address reports of concerns that implicate state and federal law, including, but not limited to, Title IX of the Education Amendments of 1974. To ensure that both Parties comply with these occasional overlapping obligations, the Parties agree that their designees responsible for discharging these duties will act cooperatively, communicate fully, and share information as permitted by Applicable Law.

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate the Dual Credit program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, 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 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school Academy campus); Chapter 39

(accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 ("Prompt Pay Act"); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); 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 to the extent applicable to the delivery of services under this Agreement; 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

In Spring 2005, the Academy approached SJCCD to establish a dual credit partnership. The Parties agreed to enter into this Agreement to set 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.

VII. ELIGIBLE COURSES

- a) Any 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) Courses offered for dual credit by SJCCD to the Academy will be in the following programs: Certificate of Technology or higher.
- c) Prior to the commencement of the classes, the College and the Academy will develop a course equivalency crosswalk 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. The final course equivalency crosswalk ("Crosswalk") will be attached to this Agreement as Appendix B and incorporated herein.
- d) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- e) Specific course offerings for the Program will be determined collaboratively between SJCCD and the Academy.

- f) Developmental and remedial courses are not offered for dual credit.
- g) The College and the Academy 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 Academy.
 - 2. Must meet dual credit admissions and eligibility requirements as required by Applicable Law including, without limitation, 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.
- b) The Academy shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code and other Applicable Law.
- c) Students taking the TSIA at San Jacinto College will not be charged for their first attempt on any section of the Texas Success Initiative Assessment (TSIA). 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. The student will cover the cost of any additional attempts.
- d) The Academy 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

The location of the dual credit Program courses will be held at the College's campus, high school campus, or an approved instructional site per 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). Students must comply with all SJCCD policies, rules, and regulations relating to conduct while on College property.

X. TRANSPORTATION

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 Academy 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.

XI. STUDENT COMPOSITION OF CLASS

Dual credit students attending classes on an SJCCD campus will be in classes with students from the general College population.

XII. FACULTY SELECTION, SUPERVISION, COMPENSATION, AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors of dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimum requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- b) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- c) The Academy will designate a specific Academy official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The Academy official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- d) The College shall be responsible for the payment of the salary, benefits, and employment taxes of its employees performing services for or at the high school.
- e) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the Academy and the SJCCD Liaison when appropriate.

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
WL		Withdrawal, 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 Academy officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- f) Final grades shall be submitted by the College to the Academy'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. The Academy is responsible for determining the numerical grade equivalent for their students.
- g) Students will be responsible for their own textbooks, equipment, and supplemental materials required for classes. 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 / CALENDAR

- a) Dual Credit classes will align with the College Academic Calendar including SJCCD student holidays. Dual Credit students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the Academy when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the Academy. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) College courses and exams should take reasonable priority over Academy activities. Dual Credit students are responsible for notifying their college instructor if they are missing any classes and must follow course policies on the syllabus concerning attendance.
- c) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet the scheduling needs of the Academy.
- d) Students must report regularly and promptly to 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. Students are

- required to ensure arrival at the College's campus early enough to be on time for class.
- e) The Parties shall comply with Applicable Law in crediting attendance in the Program courses.
 - f) All high school students are required to participate in required state, national and federal assessments administered by the Academy. SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The Academy shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

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 Academy 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

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 Academy 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 Academy 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 Academy 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 Academy 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 Academy 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 Academy, including records that the College has disclosed.

- f) The College and the Academy 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/student-services/student-concerns/ferpa>.

XVIII. ACADEMIC POLICIES 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 except in limited cases where the service would be duplicative of services provided by the Academy or where utilizing the College's services would not apply to the Dual Credit student such as College meal plans and mental health counseling.
- b) The School Academy 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 Academy will post information and a link to the SJCCD Dual Credit website on the Academy homepage. Information about SJCCD Dual Credit opportunities 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 Academy 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 website. In active collaboration with the College, the Academy 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) The College and the Academy shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. Students needing accommodations for SJCCD courses must meet with the Accessibility Services office. 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 Academy's high school counselor responsible for determining accommodations. If the class is taught by a member of the Academy faculty or at the Academy high school, the Academy's high school will be responsible for providing the classroom accommodations.
- g) The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic

year upon request by the Academy. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.

XIX. STUDENT CONDUCT

- a) Students enrolled in the dual credit program at SJCCD are required to adhere to both the Academy and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the Academy's code of student conduct while at SJCCD facilities. The failure of any student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the Academy, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the Program shall be in conformity with the codes of conduct of the parties. In the event of a conflict between the policies of the Academy and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by dual credit students against Academy or SJCCD properties must be reported to or shared with the Office of Student Rights and Responsibilities or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.
- 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.

XX. ACCIDENTS/EMERGENCIES

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 the individual is not on SJCCD property or attending a Academy-sponsored event or activity off campus, the response to such incidents will be based on Academy 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/policy-iii3000a-campus-carry>.

XXII. FUNDING

- a) State funding for dual credit courses is available to both the Academy 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 student to SJCCD. As of Fall 2023, the current waiver is 75% of tuition and fees.
- c) 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 Academy prior to any adjustments to tuition and fees being made. Upon receipt of this notice, the Academy shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- d) The costs for textbooks and/or materials for dual credit courses shall be the responsibility of the student, not SJCCD. The required supplies will be available to students prior to the first day of class and should be purchased prior to classes starting to help facilitate student success.
- e) The student, not SJCCD, will be responsible for costs associated with students re-taking a class including students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan.
- f) If the Academy will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for Academy students enrolled in the certificate of technology programs or higher including dual credit student tuition, fees, and books/materials as set forth in this agreement. The Academy 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 the Academy. 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: Morgan West morgan.west@sjcd.edu 281-991-2665

Secondary: Esmeralda Parrales esmeralda.parrales@sjcd.edu 281-998-6145

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. Additionally, the Parties include in the Crosswalk an alignment of endorsements described in Texas Education Code § 28.025 and the courses offered under the Program that apply toward those endorsements.

XXIV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the Academy does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the Academy or any of its trustees, employees, agents, officers and representatives (collectively "Academy Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the Academy Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

XXV. 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 Lutheran South ACADEMY 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) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term "Exigent Circumstances" shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose an imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) 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 the event that either the Academy'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 ("Non-

Appropriation") 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.

XXVI. 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 Lutheran South ACADEMY, 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 Lutheran South ACADEMY. 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 with the laws of the state in which the Premises are located, without regard to its choice of law or conflicts of law provisions. 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) **Severability.** The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) **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.
- f) **Relationship of the Parties.** In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and the Academy may teach college courses as adjunct professors of SJCCD, or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

Dr. Brenda Hellyer, Chancellor

LUTHERAN SOUTH ACADEMY

By: _____

Date: _____

Head of School

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 Academy.

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<p>Goal 1: The academy 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"> • Collaboration between ACADEMYs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits, and cost. • ACADEMY and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies • Hosting dual credit 101 sessions for high school counselors. • Collaboration between ACADEMYs and IHE partner(s) on a marketing campaign. • Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted. 	<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.</p> <p>Measures of Implementation include:</p> <ul style="list-style-type: none"> • Parent Night and Student Presentations • Website and associated College documents updated often to reflect policies, rules, and financial policies. • College staff presentations to ACADEMY School Boards, as requested. • Dual credit director and administrators meet with ACADEMY administrators about dual credit programming. • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ACADEMYs and homeschools. • SJCCD dual credit office maintains a record of visits and activities.

<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"> • Student enrollment in postsecondary after high school. • Time to degree completion. • Semester credit hours to degree. • Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student subpopulation. 	<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"> • 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. • Time to degree completion tracked through internal data.
<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"> • Student enrollment in postsecondary after high school. • Time to degree completion. • Decrease in excess number of semester hours beyond required hours to degree completion. • Analysis of measures in enrollment and degree completion, disaggregated by student sub-population. 	<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"> • 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 ACADEMY. • 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. • SJCCD offers online test preparation through the PAA which is available to all dual credit students. • 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. • SJCCD provides student support services for all dual credit students, as do the ACADEMYS.

<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"> • Analysis of performance in subsequent course work. 	<p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by ACADEMY. SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery. • SJCCD Institutional Research Office creates an ACADEMY portfolio for each ACADEMY 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.

Appendix B

Appendix B is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Lutheran South Academy. Prior to the commencement of the classes, the College and the Academy will develop a final course equivalency crosswalk 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.

APPENDIX B

LSA COURSE	SJC COURSE	CREDIT HOURS
US History A DC	HIST 1301	3
US History B DC	HIST 1302	3
Humanities DC (or Philosophy DC)	HUMA 1301 (or PHIL 1301)	3
Psychology DC (or Sociology DC)	PSYC 2301 (or SOCI 1301)	3
English 4 A DC	ENGL 1301	3
English 4B DC	ENGL 1302	3
US Government	GOVT 2305	3
Economics	ECON 2301	3

Maximum SJC Dual Credit Hours Available: 24

Appendix C

School Academy Title IX Investigator/Coordinator

As stated above, the Academy will designate a specific Academy official that is certified as a Title IX Investigator to serve as the authorized liaison for San Jacinto College Office of Human Resources. The Academy official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

District Name:

LUTHERAN SOUTH ACADEMY

High School Name:

LUTHERAN SOUTH ACADEMY

Liaison's Name:

Position Title:

Contact Phone Number:

Email:
