



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 **Sheldon Independent School District**, a public school district established by law and political subdivision of the State of Texas ("Sheldon ISD" or "District") effective as of the date the second Party signs the Agreement ("Effective Date"). Individually, SJCCD or Sheldon 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") unless terminated earlier as set forth herein. As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date. This Agreement and the continuation of the Program (as hereinafter defined) are conditioned upon any approvals that may be required by the Texas Education Agency ("TEA"), the Texas Higher Education Coordinating Board ("THECB"), and the Texas Board of Nursing ("BON").

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites in accordance with 19 Texas Administrative Code § 4.84(c)(II) for dual credit partnerships between public school districts and Texas public institutions of higher education.

III. OVERVIEW; PURPOSE

The College is committed to serving the students and communities of the greater Houston area through collaborative work with public 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 courses and programs to qualified students. Sheldon ISD is committed to providing their students the opportunity to participate in advanced academics, including dual credit, and has been a strong collaborator with the College for many years. The term 'partnership' as used in this Agreement

refers to the dual credit partnerships as described in Texas Education Code § 28.009 and 19 Texas Administrative Code §§ 4.84, 9.143(b).

The Parties are entering into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the establishment and operation of a dual credit nursing program at the District's C.E. King High School ("Program" or "KNIT Program"). The Program will allow eligible 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.

IV. NON-DISCRIMINATION

The College and the District are 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 or the District 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](#).

More information on the District non-discrimination policy, can be found on their website at https://www.sheldonisd.com/apps/pages/index.jsp?uREC_ID=1376782&type=d&pREC_ID=2033074

As part of Appendix C, the District will designate a specific District official that is certified as a Title IX Investigator to serve as the authorized liaison for the SJCCD Office of Human Resources. The District 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 Program in compliance with the 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, 130.008, and other provisions governing 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 district campus); 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 and Texas Local Government Code, Chapter 271, Subchapter I; 19 Texas Administrative Code, including without limitation, Chapter 4, Subchapter D, and Chapter 9, Subchapter H; all TEA and THECB regulations and guidelines applicable to dual credit programs, courses and coursework, and personnel; BON guidelines for dual credit nursing programs and accreditation; 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. KNIT PROGRAM ORGANIZATION

The Parties will establish an advisory committee ("KNIT Advisory Council") to operate as a joint decision-making body which will be co-led by the Dean of Health and Natural Sciences at SJCCD North and the Deputy Superintendent of Academics from Sheldon ISD. Members of the Advisory Council will include at least 3 representatives from the District including the following: Assistant Superintendent for Curriculum and Instruction, Principal, and the Coordinator of Advanced Academics. Members of the Advisory Council will include at least the following 3 SJCCD representatives: North campus Provost, Dean of Student Development, and the Director of Dual Credit. Other appropriate SJCCD campus and district personnel, as determined by SJCCD and the district, may be included. The KNIT Advisory Council will meet regularly and as needed but at least twice per academic year to facilitate communication regarding the Program design and governance; evaluate operational, curricular, and instructional activities; develop annual reports; outline and plan improvements; and enhance collaboration to ensure implementation of the Program in accordance with this Agreement, Applicable Law, and expectations of the Parties for the Program. During their meetings, The KNIT Advisory Council will:

- a) Evaluate and review effectiveness of the program.
- b) Ensure adherence to Applicable Laws that affect the safety and well- being of students enrolled in the KNIT Program.
- c) Review the Agreement and suggest revisions if needed.
- d) Develop and implement academic and professional policy as related to KNIT Program.

- e) Review Anatomy & Physiology (A&P) Summer Bridge Program Student Learning Outcomes (SLO's).
- f) Recommend the number of work-based learning hours/classes required for the KNIT Program.
- g) Recommend the number of mentoring hours required for the KNIT Program.

The College shall:

- a) Reserve a minimum of five spots in the Associate Degree in Nursing ("ADN") program at the College's North campus for students who complete all aspects of the KNIT Program, meet all ADN admission guidelines, maintain a 3.5 cumulative grade point average ("GPA") and 3.0 science pre-requisite GPA throughout the Program, and score a minimum of 75% on all categories on the Health Education System Incorporated Admission Assessment (HESI A2) exam (this is the current requirement of all applicants).
- b) Reserve a minimum of five spots in the Vocational Nursing ("VN") program at the North campus for KNIT Program students who are not accepted into the ADN program or who choose the VN program as a pathway into nursing.
- c) Assist the KNIT Program with finding mentors for Program participants.
- d) Provide students enrolled in the KNIT Program with college and dual credit course advisory services through the SJCCD Dual Credit office.
- e) Provide KNIT Program students with nursing program information and admissions advisory services through the College's nursing program.
- f) Provide KNIT Program students with academic tutoring.

Sheldon ISD shall:

- a) Create and provide a Summer Bridge Program.
- b) Provide students enrolled in the Program with work-based learning experiences and mentoring.
- c) Provide all students enrolled in the Program with a HESI Prep Course(s).
- d) Document students' successful completion of the following:
 - 1. Summer Bridge Program
 - 2. HESI Prep Course
 - 3. Work-based learning as determined by the KNIT Advisory Council
 - 4. Mentoring hours as determined by the KNIT Advisory Council
 - 5. Academic tutoring sessions (during Anatomy & Physiology 1, Anatomy & Physiology 2, and Microbiology)
- e) Provide SJCCDD Nursing Program with an annual list of students enrolled in the Program who completed all aspects of the KNIT Program requirements:
 - 1. Summer Bridge Program
 - 2. HESI Prep Course
 - 3. Work-based learning
 - 4. Mentoring hours
 - 5. Academic tutoring sessions (during Anatomy & Physiology 1, Anatomy & Physiology 2, and Microbiology)

Students enrolled in the KNIT Program are expected to follow the course sequence below:

Freshman Fall	Freshman Spring
Principles of Health Sciences – high school	Principles of Health Sciences – high school

Sophomore Fall	Sophomore Spring
Health Science Theory – high school	Health Science Theory – high school
Medical Terminology – high school	Medical Terminology – high school

Summer Between Sophomore and Junior Year
Bridge Program

Junior Fall	Junior Spring
Anatomy & Physiology I (BIOL 2301/BIOL 2101) - SJCCD	Anatomy & Physiology II (BIOL 2302/BIOL 2102) - SJCCD
Fine Arts Elective - SJCCD	General Psychology (PSYC 2301) - SJCCD

Senior Fall	Senior Spring
Microbiology (BIOL 2320/BIOL 2120) - SJCCD	Lifespan Growth and Development (PSYC 2314) - SJCCD
English Composition I (ENGL 1301) - SJCCD	English Composition II (ENGL 1302) - SJCCD

Course sequence may be adjusted with the approval of the KNIT Advisory Council. The full course crosswalk is listed in [Appendix B](#).

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 as [Appendix B](#), identifying the available courses and course credits that may be earned in the Program, 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 found in the catalog unless advised differently by SJCCD or the District .
- 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) Developmental and remedial courses are not offered for dual credit.

- g) 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. Meet dual credit admissions and eligibility requirements as required by Applicable Law, including, without limitation, the THECB rules and regulations and 19 Texas Administrative Code, Chapter 4, Subchapter D, § 4.85, including the Texas Success Initiative ("TSI") Assessment minimum passing scores and exemptions established by the THECB.
 3. Successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- b) Students taking the TSIA2 at SJCCD will not be charged for their first or second attempt on any section of the TSI Assessment (TSIA2). Students will be charged for any additional testing attempts at the current SJCCD Board approved cost which will be paid for by the District. 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 KNIT 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 Program courses through distance learning. 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 Sheldon ISD facilities, the District shall be responsible for maintenance and operation at those facilities.
- b) For any college courses taught at the ISD, the District will work with the College to ensure that the 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 KNIT Program students have appropriate access to all available instructional facilities, resources, and essential technology.
 - Designating a classroom for the Program classes that is free from excessive noise and disruptions.
 - Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session".
 - Assuring no or extremely minimal interruptions take place in the Program class while in session, such as bells or tones indicating class changes, removing students for high school activities, or making announcements, except for emergencies.

- Permitting access to the College's electronic learning resources, including adjusting firewalls, when the course is taught at the District's facilities.
- Ensuring that any science course classrooms meet the laboratory safety standards and have material/equipment required for Program courses available in all labs in which classes are being taught to comply with the College's science program requirements.
- Students enrolled in the KNIT 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 KNIT Program classes conducted at the District must adhere to the Sheldon ISD code of student conduct or student handbook.

X. TRANSPORTATION

- a) SJCCD will not provide student transportation. Except to the extent that Sheldon ISD provides transportation, Program students are responsible for their own transportation if attending a Program class at an SJCCD facility. Students are required to attend classes at the College on days that the College is open for instruction regardless of whether such dates constitute holidays or days off for the District. 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, the District will provide students appropriate transportation under Applicable Law and District rules and procedures. If the District sponsors student transportation, the District agrees to schedule appropriate and timely 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) KNIT Program students attending classes on an SJCCD campus will likely be in classes with students from the general College population also taking the same courses.

XII. FACULTY SELECTION, SUPERVISION AND EVALUATION

- a) The College shall select, hire, supervise, and evaluate all instructors teaching college courses to KNIT Program Students either offered at the College or at the District 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.
- b) The District shall select, hire, supervise, and evaluate all high school instructors who teach KNIT Program high school courses according to District policies and procedures. All high school instructors must meet state certification requirements in their subject area to teach in the state of Texas and be designated as highly qualified.
- c) 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.

XIII. COURSE CURRICULUM, INSTRUCTION AND GRADING

- a) The College shall ensure that all SJCCD 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 class that is composed of or includes KNIT Program students.
- b) The District shall ensure that the curriculum, construction, and grading of the non-college courses taken in the 9th and 10th grade years will follow the ISD grading policies and procedures.
- c) The course syllabus will be available to KNIT Program 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.
- d) All faculty teaching students enrolled in the KNIT Program 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

- e) The College shall ensure that KNIT Program courses taught at any site for general college credit are substantially equivalent with respect to the contact hour requirements, curriculum, materials, instruction, rigor, and method of student evaluation. These standards must be reasonably upheld regardless of the whether the composition of the class includes only KNIT Program students or includes both KNIT Program students and SJCCD general population students.
- f) 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 Program

course must remain determinant. College and District officials will not interfere with the faculty member's responsibility for assigning grades in the college-level Program course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.

- g) 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. Sheldon ISD is responsible for determining the numerical grade equivalent for its students.
- h) The District will provide textbooks, equipment, and supplemental materials required for classes for each student enrolled in the KNIT Program. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with the success of students enrolled in the Program, the District shall make available to each KNIT Program student the required textbooks and materials on the first day of class. Exceptions must be discussed with the SJCCD 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 KNIT 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) Students enrolled in the Program who desire to withdraw from a Program course must speak with the SJCCD 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 KNIT 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 student enrolled in the KNIT Program from withdrawing from a 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 Program without the consent of either the parents or the student.

- b) Data obtained by either Party will be used solely for the purposes of performing that Party's obligations and as otherwise set forth in this Agreement. The College and the District shall comply with the requirements of the FERPA and its implementing regulations; and shall provide all safeguards for the protection of the confidentiality of student and parent data. Each Party will notify its designated individuals who are authorized to access 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 required or 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 retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) 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 POLICES AND STUDENT SUPPORT SERVICES

- a) Students enrolled in the KNIT Program courses are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students.
- b) The 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 students enrolled in the KNIT Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the Sheldon ISD Advanced Academics page. 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 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 enrolled in the KNIT Program regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan through the dual credit educational planner. In addition, the College advisor can assist Program students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for the Program 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 required by Applicable Law, including, Texas Education Code § 51.9685.

- 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 student enrolled in the KNIT Program will be developed and accessible to the student in Degreeworks.
- f) Tools to assist counselors, students, and families in selecting endorsements offered by Sheldon ISD and choosing KNIT Program dual credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the Sheldon ISD web site and the SJCCD Dual Credit web page.
- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. If the Program 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 District's high school counselor responsible for determining accommodations. If the class is taught at the District's high school by a member of the Program faculty, the District's high school will be responsible for providing the classroom accommodations. If the class is taught by SJCCD 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 District's high school 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 District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the KNIT Program on the College's dual credit website.
- i) KNIT Program classes will follow the College Academic Calendar including SJCCD student holidays. Exceptions may be arranged through collaboration between the College and the 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 District activities. All students enrolled in the KNIT Program are responsible for notifying their college instructor if they are missing any classes and must follow course policies on syllabus concerning attendance.
- j) KNIT Program classes must align with and follow the SJCCD scheduled course start and end times established for the semester. SJCCD 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. SJCCD faculty members are not authorized to change the start and end times of their classes to meet scheduling needs of the District. SJCCD faculty will remain in the classroom only for the duration of the assigned class time.
- k) The District will work with the College so that 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 Parties and in accordance with Applicable Law.

XIX. STUDENT CONDUCT

- a) Students enrolled in the KNIT Program are required to adhere to the College's 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 KNIT 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. All disciplinary action, including suspension and dismissal from the KNIT 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 KNIT Program courses. KNIT Program 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

- a) Due to federally mandated reporting and procedural requirements applicable specifically to higher education institutions, the procedures set forth in this Section XX(a) will apply in the event any KNIT Program 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 SJCCD property or attending an SJCCD sponsored event or activity off campus, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. If such an event occurs while not on SJCCD property, the response to such incidents will be based on the District policies, procedures, regulations, and guidelines. Accordingly, while on SJCCD property, the policies and procedures of SJCCD 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 KNIT Program courses is available to both the Sheldon ISD and the College based on the current agreement between the Commissioner of Education of TEA and the Commissioner of Higher Education of THECB.

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 which can be found in the current College catalog.

- b) SJCCD will waive a portion of the student's tuition as approved by the SJCCD Board of Trustees for KNIT Program college courses. The current waiver is 75% of tuition and fees as of Fall 2022. The remaining tuition and fees will be paid by the District to SJCCD.
- c) The College's Board of Trustees reserves the right to adjust tuition and fees or waivers 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.
- d) The District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for Sheldon ISD students enrolled in the KNIT Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. Sheldon 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 Sheldon ISD.

Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within thirty (30) days of the billing date or no later than the time required under the Texas Prompt Pay Act:

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 281-998-2665

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

- e) The costs for textbooks and/or materials for KNIT Program 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 thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any Sheldon ISD students taking courses as part of the KNIT Program 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 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 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 ("**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 forty-five (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.
- d) **Discontinuance of Program.** The District and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and the District will continue to meet all the required elements of the program and provide full support for all students enrolled. During the teach-out period, no new or additional students will be enrolled in grades that have been phased out. If there are only ninth and/or ninth and tenth grade cohorts, the Program will be closed down at the end of the school year in which the decision is made to discontinue operations. If there are eleventh and/or eleventh and twelfth grade cohorts, operation will continue through the graduation date for the eleventh-grade cohort. During this time, services may continue to be offered for enrolled ninth and tenth grade students through scheduled graduation for the cohort(s); however, a continuation of services is not required.

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 Sheldon 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 Sheldon 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 KNIT 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 of Texas, 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 District 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.

King Nurses in Training (KNIT) MOU executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

SHELDON INDEPENDENT SCHOOL DISTRICT

Appendix A

This Appendix A is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and Sheldon Independent School District effective as of the date the second Party signs the Agreement.

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<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"> • Collaboration between ISDs and IHE partner(s) to host Informational sessions for students and parents on dual credit opportunities, benefits, and cost. • ISD 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 ISDs 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 ISD School Boards, as requested. • Dual credit director and administrators meet with ISD administrators about dual credit programming. • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ISDs 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 	<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

<p>education, disaggregated by student subpopulation.</p>	<p>data are disaggregated based on race and ethnicity, gender, and age.</p> <ul style="list-style-type: none"> • Time to degree completion tracked through internal data. • Semester credit hours to degree tracked through internal data. • Analysis of measures in enrollment in persistence through postsecondary education, disaggregated by student subpopulations, tracked through internal data. • Dual credit office performs transcript audits to determine hours to degree and graduation options. • Dual credit office performs student advising with dual credit high school students per THECB rules.
<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 ISD. • 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 ISDs.

<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> <ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<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> <p>Metric:</p> <ul style="list-style-type: none"> • 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. • 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.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Appendix B – KNIT Course Crosswalk

This Appendix B is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Sheldon Independent School District effective as of the date the second Party signs the Agreement.

Year/Grade	PEIMS Course#	High School Course Name	High School Credits	TX Common Course Numbering	College Course Name	College Hours	Wt	CTE
Fall Grade 11	13037220	Sci. Research & Design III A	.5	BIOL 2301/1101	Anatomy & Physiology I	4		3/3 (VI)
Fall Grade 11			.5		Fine Arts Elective	3		
Spring Grade 11	13037220	Sci. Research & Design III B	.5	BIOL 2302/1102	Anatomy & Physiology II	4		3/3 (VI)
Spring Grade 11	03350100	Psychology	.5	PSYC 2301	General Psychology	3		
Total Year 3, Gr. 11			2.0			14		
Fall Grade 12	13037220	Sci. Research I & Design B	.5	BIOL 2321/2121	Microbiology for Science Majors	4		3/3 (VI)
Fall Grade 12	03220400	English IV A	.5	ENGL 1301	Composition I	3		
Spring Grade 12	13014300	Human Growth and Development	1	PSYC 2314	Lifespan Growth & Development	3		3
Spring Grade 12	03220400	English IV B	.5	ENGL 1302	Composition II	3		
Total Year 4, Gr.12			2.5			13		

Appendix C

School District Title IX Investigator/Coordinator

As stated above Sheldon Independent School District ("District") will designate a specific District official that is certified as a Title IX Investigator to serve as the authorized liaison for SJCCD Office of Human Resources. The District 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. Any capitalized terms not otherwise defined in this Appendix shall have the meaning set forth in the Agreement between the Parties.

The District Liaison contact information is as follows:

District Name: Sheldon ISD

High School Name: C.E. King High School

Liaison's Name: James Webster

Position Title: Assistant Superintendent of Student Services

Contact Phone Number: 281-727-2013

Email: Jameswebster@sheldonisd.com
