

## Dual Credit Partnership Agreement

2023-2024

### Between Southwest Texas Junior College and Sabinal Independent School District

Sabinal Independent School District (hereafter ISD, the ISD, District, or the School District) and Southwest Texas Junior College (hereafter SWTJC) agree to the following elements in accordance with the State of Texas Higher Education Coordinating Board's Regulations: Chapter 4 – Rules Applying to All Public Institutions of Higher Education in Texas; SUBCHAPTER D - Dual Credit Partnerships between Secondary Schools and Texas Public Colleges. This Agreement does not apply to an Early College High School. This Dual Credit Partnership Agreement is aligned with the Statewide Goals for Dual Credit Programs that were collaboratively developed by the Texas Higher Education Coordinating Board and the Texas Education Agency (House Bill 1638: 85th Legislature, Regular Session). The Statewide Goals for Dual Credit Programs are provided in Appendix A and cited throughout this Agreement where applicable.

(A) Eligible Courses are provided in the Crosswalk – See Appendix B. The Crosswalk describes all courses provided by SWTJC to one or more of its partner ISDs. Therefore, not all listed SWTJC courses apply to the ISD.

(1) Courses offered for dual credit by public two-year associate degree granting institutions must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Board or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the Board.

(2) Courses offered for dual credit by public universities must be in the approved undergraduate course inventory of the university.

(3) A College course offered for dual credit must be:

(A) in the core curriculum of the public institution of higher education providing the credit;

(B) a career and technical education course; or

(C) a foreign language

(i) This provision does not apply to a college course for dual credit offered as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in this Sub chapter.

(ii) Any college course for dual credit offered as part of an early college program as defined in this subchapter must be a core curriculum course of the public institution of higher education providing the credit, a career and technical education course, a foreign language course, or a course that satisfies specific degree plan requirements leading to the completion of a Board approved certificate, AA, AS, AAS degree program, or Field of Study (FOS) curriculum.

(4) Public colleges may not offer remedial and developmental courses for dual credit.

(B) Student Eligibility (Statewide Goal 1)

(1) A high school student is eligible to enroll in academic dual credit courses if the student meets any of the criteria currently described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

- (2) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in reading, writing, and/or mathematics under the conditions currently described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (3) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (4) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program under the conditions currently presented in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (5) A student who is exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
- (6) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy eligibility conditions described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (7) To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (8) An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with the "Student Eligibility" section of Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (9) An institution is not required, under the provisions of this section, to offer dual credit courses for high school students.
- (10) Dual credit orientation is required for all new high school students enrolling in a dual credit class. Dual credit orientation is offered at the High School and/or SWTJC campuses.
- (11) School districts will be responsible for submitting all required documentation for registering dual credit students by the designated college deadline. This includes the following: admissions applications, dual credit admission form, official high school transcripts, Bacterial Meningitis immunization proof, official test exemption scores, payment agreement form, and class roster form.
- (12) The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTJC courses and High School courses is provided in **Appendix B**. The values provided in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

(C) Location of Class

(1) Dual credit courses must be taught on the college campus or on the high school campus, or provided electronically/virtually through SWTJC media. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, public colleges shall comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of this chapter (relating to approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted "Principles of Good Practice for Courses Offered Electronically."



(D) Registration and Course Scheduling. School Districts must adhere to all dual credit course deadlines set forth by the college.

(1) Course offerings.

(a) The final schedule of courses requested by the ISD for each semester must be submitted to the SWTJC Outreach Office by:

Fall term – 3rd Friday in June, noon

Spring term – 2<sup>nd</sup> Friday in November, noon

Summer terms – 2<sup>nd</sup> Friday in May, noon

(b) Revision of the course schedule after these deadlines will be processed on a case-by-case basis.

(c) SWTJC Outreach Staff and ISD Staff will utilize the “live” course spreadsheets developed and provided by SWTJC to review class rosters, add/drop students, and make corrections after student enrollments. SWTJC staff will not replicate information available via the spreadsheet and submit it to ISD staff via email, scan, or other means.

(d) The official student enrollment count will be taken on the course sections’ census date.

(2) Academic & Career Pathways – Degree Plans (Statewide Goals 2 & 3)

(a) To comply with Senate Bill 25 (2019) any dual credit student must file a degree plan with SWTJC “not later than: 1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or 2) if the student begins the student’s first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student’s second regular semester or term at the institution.”

(b) A student must follow the course sequence recommendations or requirements of an SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar’s Office receives official notice from an appropriate ISD official of the student’s desire/intent. Such notice must be received by SWTJC on or before the last SWTJC working day in May of the student’s High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement’s requirements with college courses taken for dual credit which are provided by SWTJC.

(c) To comply with Senate Bill 1277 (2021) the ISD and SWTJC hereby designate the Sabinal High School Counselor as the staff member responsible for providing academic advising to all students before they enroll in dual credit courses.

(E) Composition of class: Dual credit courses may be composed of dual credit students only or of dual and college credit students. Notwithstanding the requirements of subsection (e) of TAC Title 19, Part I, Chapter 4, Subchapter D, exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions;

- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (2) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- (3) If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- (4) A college course offered for dual credit shall not exceed the capacity limit as set by the college. Exceptions shall be approved by the Vice President of Academic Affairs.

(F) Faculty/Monitor Selection, Supervision, and Evaluation (Statewide Goal 4)

- (1) The college shall select instructors of college courses offered for dual credit. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the college to select full-time faculty responsible for teaching the same courses at the college.
- (2) The college shall supervise and evaluate instructors/monitors of courses offered for dual credit using the same or comparable procedures used for full-time faculty/monitors at the college.
- (3) All instructors of courses offered for dual credit must adhere to the Southwest Texas Junior College Faculty Handbook as well as all departmental initiatives set forth by the college that may be implemented throughout the year. This includes, but is not limited to, attendance at faculty meetings, review and implementation of Gen Ed Core assignments, utilization of the adopted Learning Management System for SWTJC, following SWTJC grading policies, and participation in program review and evaluation. ISD administrators will support this requirement by affording the instructors who are hired by the ISD the necessary flexibility in their schedule.
- (4) Monitors who are selected by the school district must follow the same guidelines for duties and responsibilities as the monitors at the college.
- (5) An ISD may request that district faculty be assigned by SWTJC as instructors of record for college courses offered for dual credit. A proposed school district instructor must complete a SWTJC application form, submit official transcripts, meet SACSCOC credential criteria, complete a teaching demonstration and be approved by the Vice President of Academic Affairs. A school district instructor approved to offer a college course for dual credit will thereby effectively be a SWTJC faculty member subject to all policy and procedures set forth by the college. However, the salary and benefits for such an instructor remain the responsibilities of the School District.
  - (a) ISD instructors who are assigned to teach college courses approved for dual credit will attend a yearly mandatory in-service training to review, modify, and/or improve curriculum. Instructors will jointly develop and maintain syllabi, competencies, and standards for the dual credit courses. However, the SWTJC Master Syllabus for each course must serve as the foundation instructional document.
  - (b) ISD Administrators and counselors will attend in-service training, each fall and spring semester, to review the conditions of the Dual Credit agreement.
  - (c) ISD Monitors will attend a yearly mandatory in-service training on the dual credit program, the online testing procedures, and all other guidelines as set forth for monitors at the college.
  - (d) ISD staff will report working hours for ISD employees to the Teacher Retirement System.

(G) Course Curriculum, Instruction, and Grading



- (1) The college shall ensure that a college course offered for dual credit and the corresponding course offered at the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.
- (2) Under no circumstances will an SWTJC instructor enter student grades or attendance data directly into an ISD's grade management system, e.g., Skyward. Instructors will supply appropriate ISD staff with daily student attendance data and six-week grade averages, when requested by the ISD.
- (3) The ISD is responsible for the purchasing of textbooks for college classes offered for dual credit. However, SWTJC will seek out or develop Open Educational Resources (OER) and utilize them as official textbooks/course instructional material when appropriate.

(H) Academic Policies and Student Support Services (Statewide Goal 3)

- (1) Regular academic policies applicable to courses taught at the college will apply to college courses taught for dual credit.
- (2) Students in dual credit courses are eligible to utilize the same or comparable support services that are afforded to all SWTJC students. The college is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible
- (3) A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas Junior College. Accommodations are provided through the Disability Support Services (DSS) office. SWTJC is not required or able to utilize the qualification criteria used by an ISD to determine a student's eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC DSS staff provides an official college accommodations letter for the student and the school district counselor who then provides the letters to the student's instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTJC DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

(I) Attendance/Absence

- (1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.
- (2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.
- (3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.

(4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTJC criteria for “Excessive Absences” and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.

(5) An ISD official must immediately inform the SWTJC Vice President of Academic Affairs Office of any student’s placement into “Homebound” status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, the SWTJC administration may require a “Homebound” student to withdraw from the course(s).

(J) Transcribing of Credit

(1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student’s completion of the performance required in the course.

(K) Tuition & Fees (Statewide Goal 1)

(1) Students are eligible for dual credit tuition discounts for the credit hours enrolled per semester.

(2) The school district will be responsible for providing the college with the Dual Credit Payment Agreement which specifies payment options (waived, billed, or sponsored) for students.

(3) All SWTJC students including Dual Credit students re-instated for non-payment after the census date will be subject to a \$200.00 re-instatement fee in addition to tuition and fees being charged for the current semester.

(4) If tuition and fees are not paid by Dual Credit students as per the payment agreement the school district agrees to be responsible for payment.

(5) School districts will bear the costs associated with student regalia for their students’ graduation from SWTJC. SWTJC will waive the graduation fee for graduating students.

(L) Funding (Statewide Goal 1)

(1) The state funding for dual credit courses will be available to both public school districts and colleges based upon the current funding rules of the State Board of Education (TEC 42.005 (g)) and the Board (TEC 61.059 (p) and (q)).

(2) Costs associated with the transportation of students and/or faculty to a classroom site will be borne by either the ISD or SWTJC, as agreed by both parties. The ISD shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

(3) The college may only claim funding for all students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.

(4) The college and the ISD will agree on one of the following billing methods for each course section:

(a) The college will extend a 15% tuition and fee waiver for an academic section taught by an SWTJC instructor or,

(b) The college will waive all tuition and fees for an academic section taught by an ISD instructor or,

- (c) When SWTJC places an SWTJC instructor on an ISD site to provide a complete program, such as a CTE program, the college and the ISD will agree to a contract price for all technical courses comprising the program.

(5) The ISD will be responsible for indicating on the Payment Agreement which students the ISD will pay for and which students will self-pay by the date rosters are due. Each semester's Census Day (12<sup>th</sup> class day) Roster will constitute the official enrollment for a given class. SWTJC invoices to the ISD are to be paid net 45 days from the date of the invoice.

(6) A student will be identified/coded as a dual credit student in SWTJC registration data while enrolled in a college course approved for dual credit by the given ISD.

(M) **To provide further alignment of the SWTJC/ISD Dual Credit Program Goals with Statewide Goals 1-4:**

- (1) The ISD, in collaboration with SWTJC Staff, will provide print and online information, as well as informational sessions to ISD students and their families describing the Dual Credit program, its goals and benefits.
- (2) The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and ISD officials on the enrollment and persistence of ISD students.
- (3) SWTJC will continue to provide ISD students, in collaboration with ISD staff, academic and career advising and student success services.
- (4) The SWTJC Office of Institutional Effectiveness will provide data on student success in courses requiring pre-requisites; as feasible, the Office will provide data on student success in course work completed subsequent to SWTJC courses taken for dual credit.

(N) Instructional Calendar

SWTJC and the ISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by the ISD and SWTJC shall be followed.

(O) Student Code of Conduct

Students shall adhere to the

- a. Policies of the ISD;
- b. Policies of SWTJC.

1. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTJC will indemnify the ISD against claims arising out of this Agreement that result from SWTJC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, the ISD will indemnify SWTJC against claims arising out of this Agreement that result from the ISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

2. Term



Subject to prior termination or revocation of this Agreement as provided in section 5 (below) of this Agreement, the initial term of this Agreement is in full force and effect for a period of one year commencing on August 1, 2023 and terminating on July 31, 2024. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and the ISD shall review this Agreement and may renew this Agreement on approval of SWTJC and the ISD.

### 3. Right of Revocation

Either party may terminate this Agreement on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this Agreement by one of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of SWTJC or the ISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their semester courses.

### 4. Assignment

No party may assign their interest in this Agreement without the written permission of the other party.

### 5. Limitation of Authority

- A. No party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTJC and the ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the SWTJC and the ISD Legal Departments and Boards of Trustees.
- D. No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

### 6. Waiver

The failure of any party to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

### 7. Applicable Law

This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

### 8. Venue

Venue to enforce this Agreement shall lie exclusively in Uvalde County, Texas.



9. Miscellaneous Provisions

- A. Parties to this Agreement shall comply with all Federal, State and local law.
- B. If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Dual Credit programs during the term of this Agreement, the new guidelines shall prevail and shall cause the parties to execute an amendment to the Agreement, if necessary.

10. Notice

Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas Junior College  
Dr. Hector Gonzales, President  
2401 Garner Field Road  
Uvalde, Texas 78801

Sabinal Independent School District  
Mr. Richard Grill, Superintendent  
409 W. Cullins  
Sabinal, Texas 78881

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

11. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

12. Signatory Clause

The individuals executing this Agreement on behalf of SWTJC and the ISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read this Agreement and understand its terms.

13. Amendment

The Parties to this Agreement acknowledge that it may be necessary to amend and modify this Agreement from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

14. Safety

The safety and security of all students is a priority of SWTJC and the ISD. The ISD and SWTJC shall work cooperatively to create reasonable precautions that provide for high school student safety when high school students are on a SWTJC campus. To establish appropriate precautions that provide for the safety and security of high school students it is agreed that when the ISD brings or causes to bring high school students to a SWTJC campus for a dual credit class or for other activities the ISD will provide an ISD staff member to chaperone the high school students when those students are not in the dual credit class or activity. The ISD will submit a brief written explanation of the ISD's Chaperone Plan to the SWTJC Outreach Department for approval prior to bringing the high school students to a SWTJC campus for a dual credit class or other activity. When the high school students are on a SWTJC campus for a dual credit class or for an activity the SWTJC faculty or staff member assigned to that class or activity will chaperone the students for the scheduled duration of the class or activity.

If any high school student, instructor, employee of the ISD, or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and the ISD regulations. Upon mutual agreement, SWTJC may require the ISD to provide ISD security personnel.

15. Confidentiality of Student Records:

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to the ISD students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

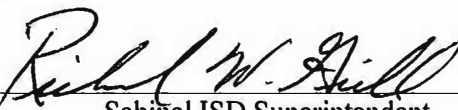
16. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

17. Force Majeure

Neither party to this Agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this Agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three days.

**Upon approval by the respective governing boards of both partners, and upon signing by the Board Presidents or their designees, this Agreement shall remain in effect until amended or terminated, with 60 days written notice by either party to the other.**

  
\_\_\_\_\_  
Sabinal ISD Superintendent

  
\_\_\_\_\_  
SWTJC President

4-10-23  
\_\_\_\_\_  
Date

4-20-23  
\_\_\_\_\_  
Date



**2023-2024 Memorandum of Understanding  
Between Southwest Texas Junior College and Sabinal Independent School District  
For a Pathways in Technology Early College High School**

This Memorandum of Understanding {hereinafter referred to as Agreement} is made and entered into by and between Southwest Texas Junior College (hereinafter SWTJC) and the Sabinal Independent School District, (hereinafter the ISD, ISD, District or School District) pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. This Agreement is aligned with the Statewide Goals for Dual Credit Programs that were collaboratively developed by the Texas Higher Education Coordinating Board and the Texas Education Agency (House Bill 1638: 85th Legislature, Regular Session). The Statewide Goals for Dual Credit Programs are provided in Appendix A and cited throughout this Agreement where applicable.

Whereas the parties to this Agreement desire to implement a Pathways in Technology Early College High School (hereinafter P-TECH or the P-TECH) for the 2023-2024 academic year, serving grades 9-12;

Whereas services under this Agreement is a campus-wide program that is targeted towards low- income, first generation college goers, students who are highly motivated but have not received the academic preparation necessary to meet higher educational standards, students who are English learners, students for whom a smooth transition into postsecondary education is now problematic, including low- income students, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

Whereas under this Agreement, the P-TECH has an approximate enrollment of \_\_\_ students who earn both a high school diploma, and up to 60 hours of college credit; the parties agree to follow the intent of the Guiding Principles of the P-TECH especially in providing dual credit classes with sufficient time for the students to complete a 60 hour course articulation; and

Whereas the P-TECH will prepare high school students for successful career and academic futures through a full integration of high school, college, the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates.

Now, therefore the parties to this Agreement mutually agree to the following:

1. Guiding Principles: The P-TECH and SWTJC will function on the following principles:
  - a. A mutually beneficial arrangement between SWTJC and the ISD that allows a flexible and creative response to the organizational, fiscal and mission needs of all institutions.
  - b. Collaboration in planning, implementation, and continuous improvement of the Pathways in Technology program including the provision for faculty, staff, and administration; curriculum development; training; and student services.
  - c. Provision of rigorous college readiness, dual credit, and early college credit courses.

- d. Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private foundation sources to operate the program successfully.
- e. Vertical alignment of curriculum and focus that promotes a college-going culture by all parties, teachers, college faculty, counselors, and academic advisors.

**2. Scope of Agreement and Limitations of Authority:**

All parties agree as follows;

**A. Governance**

**1. The P-TECH will:**

- a. Be governed by the ISD and subject to the ISD, SWTJC, State and Federal policies;
- b. Have the autonomy to operate as a “college for all” or “school within a school,” as appropriate, within the rules and guidelines established by the Texas Education Agency (TEA), the Texas Education Code, and the Texas Administrative Code;
- c. Operate within the hours to be established by the parties.

**2. The P-TECH Principal**

- a. Within the rules and guidelines established by TEA, the ISD and SWTJC will have the authority to implement:
  - 1. governance
  - 2. staffing (non-faculty)
  - 3. budget
  - 4. student assessment, curriculum and scheduling
  - 5. professional development;
  - 6. requests for access to SWTJC student data for the ISD’s college students.
  - 7. parent and community involvement consistent with the mission and needs of the school.
- b. Will report to the ISD Superintendent or designee through the established ISD governance structure.
- c. Will report to the Office of the SWTJC Vice President of Academic Affairs or designee on academic issues concerning the ISD and SWTJC.
- d. Will annually evaluate and report findings of the P-TECH to the SWTJC



President or designee.

- e. Is the primary contact for the P-TECH with the community and SWTJC.
- f. Will be an employee of the ISD. The ISD will be responsible for payment of salary and benefits.

**3. The P-TECH Steering Committee (Statewide Goal 1)**

- a. Will serve as an advisory committee to the ISD Superintendent and the SWTJC President in establishing policies and developing a coherent program across institutions.
- b. Will consist of members including, but not be limited to, representatives of the ISD, SWTJC, parents, and community members. The specific membership of the P-TECH Steering Committee will be determined by the Superintendent of the ISD and the President of SWTJC.
- c. Will be co-chaired by the ISD and SWTJC. Chairs for the Steering Committee will be selected by the Superintendent of the ISD and the President of SWTJC.
- d. Will meet quarterly each academic year.
- e. Will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the ISD and SWTJC Boards of Trustees.

**B. Awarding Credit for Courses**

- 1. SWTJC will award credit for college courses which have been approved by the ISD Administration as fulfilling TEKS and other requirements for High School credit and have been approved by SWTJC Administration and Faculty for credit applying to an SWTJC certificate or degree. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.
- 2. The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTJC courses and High School courses is provided in Appendix B. The values provided in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

**C. Duties of SWTJC (Statewide Goals 3 & 4)**

SWTJC will:

- 1. Ensure that SWTJC course requirements are followed, enabling a participating student to receive a high school diploma and either a credential, an Associate's degree or 60 semester hours toward a baccalaureate degree

during grades 9-12;

2. Apply the standards of expectation and assessment uniformly in all courses offered by SWTJC for the P-TECH;
3. Coordinate with the P-TECH counselor to ensure that all SWTJC Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the midterm of their freshman year;
4. Designate personnel to monitor the rigor and quality of instruction in order to assure compliance with the standards established by the State, the Southern Association of Colleges and Schools Commission on Colleges, SWTJC, and the ISD;
5. Provide professional development for all ISD personnel serving as classroom Monitors for Video Conferencing or Internet courses.
6. Participate in support of the P-TECH Principal as appropriate and provide feedback to the supervisor of the Principal; provide articulation support for transition of P-TECH graduates to a four-year college;
7. Provide dual enrolled students access to the instructional and digital resources available on the campus of SWTJC, for example:
  - Support Services
  - Library
  - Tutoring
8. Provide security for P-TECH students, just as provided for any other SWTJC student, when they attend courses on a SWTJC campus;
9. Select, supervise, and evaluate instructors of all college-level curricula offered for college credit through P-TECH. Classroom Monitors assigned for Video Conferencing or Internet courses will also be supervised and evaluated by SWTJC personnel.
10. To provide further alignment of the SWTJC/ISD Dual Credit Program Goals with Statewide Goals 1-4:
  - a. The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and ISD officials on the enrollment and persistence of P-TECH students.
  - b. SWTJC will continue to provide P-TECH students, in collaboration with ISD staff, academic and career advising and student success services.
  - c. The SWTJC Office of Institutional Effectiveness will provide data on student success in courses and SWTJC programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTJC courses taken for dual credit.

**D. Duties of the ISD (Statewide Goal 1)**

The ISD will:



1. Provide to the SWTJC Outreach office all course section requests according to the following schedule of deadlines:

Fall term – 3rd Friday in June, noon

Spring term – 2<sup>nd</sup> Friday in November, noon

Summer terms – 2<sup>nd</sup> Friday in May, noon

Requests received from the ISD by SWTJC for courses or course changes after these deadlines will be processed on a case-by-case basis. The official student enrollment count will be taken on the course sections' census date.

1. Be the fiscal agent and manage any funding for the P-TECH. The P-TECH shall generate ADA funds for the ISD from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
2. Consult with SWTJC faculty on course goals and outcomes for the P-TECH;
3. Pay the salaries of the ISD teachers who teach P-TECH students; ISD staff will report working hours for ISD employees to the Teacher Retirement System.
4. Provide transportation to and from the student's high school to the SWTJC campus; as mutually agreed;
5. Provide all technology needs for the P-TECH students;
6. Ensure that all the ISD high school courses are in the students' Individual Graduation Plans by the end of the midterm of their Freshman year;
7. Immediately inform the SWTJC Vice President of Academic Affairs Office of any P-TECH student's placement into "Homebound" status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, SWTJC administration may require a "Homebound" student to withdraw from the course(s).
8. Assess student college readiness. For this assessment, the ISD may use any instrument approved by the State of Texas in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part 1, including, but not limited to STAAR, EOC, PSAT, ACT scores, and SAT scores. After assessment, the ISD will, using SWTJC guidelines, determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
9. Will be a TSI testing site (where applicable)

10. Bear the costs of student regalia associated with students' graduation from SWTJC. SWTJC will waive the graduation fee for graduating students.

E. Joint Duties (Statewide Goals 1 & 3)

1. The ISD and SWTJC are jointly responsible, through the Steering Committee, for the development and implementation of an evaluation process to determine the effectiveness of the P-TECH. Measures of effectiveness will include, but are not limited to: student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, graduation rates and college course completion rates).
2. To comply with Senate Bill 1277 (2021) the ISD and SWTJC hereby designate the P-TECH assigned High School Counselor as the staff member responsible for providing academic advising to all students before they enroll in dual credit courses.
3. The P-TECH counselor will be trained as a college advisor by SWTJC. This counselor will also have office space available at the college to access information from the college. The counselor will also have access to all pertinent student information that can help in the advising of P-TECH students. (FERPA – 34CRR section 99.31).
4. The ISD and SWTJC shall provide opportunities for P-TECH teachers and higher education faculty to collaborate through planning, teaching, and professional development. The P-TECH will provide common planning time for instructional faculty and include higher education faculty when possible. Teacher mentoring and professional development will be made available where necessary.
5. To comply with Senate Bill 25 (2019) the P-TECH and SWTJC staff will collaborate to compel any dual credit student to file a degree plan with SWTJC “not later than: 1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or 2) if the student begins the student’s first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student’s second regular semester or term at the institution.”
6. A student must follow the course sequence recommendations or requirements of an SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar’s Office receives official notice from an appropriate ISD official of the student’s desire/intent. Such notice must be received by SWTJC on or before the last SWTJC working day in May of the student’s High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement’s requirements with college courses taken for dual credit.
7. SWTJC and the ISD will collaborate to inform all ISD students and parents of the benefits and costs of dual credit. Efforts will include, but not be limited to, information sessions and a marketing campaign.



**F. Faculty**

1. Full-time SWTJC faculty:
  - a. may be assigned to the P-TECH upon fulfilling their SWTJC contractual teaching load.
  - b. will teach only college courses for dual credit.
2. SWTJC Adjunct faculty:
  - a. may not exceed the number of courses allowable per semester under SWTJC Faculty Handbook Policy “Class Assignments.”
3. Faculty provided by the ISD:
  - a. will teach high school courses in the P-TECH;
  - b. may be designated by SWTJC administration as SWTJC Adjunct faculty to teach college courses for dual credit, if credentialed.
4. Modes of Instruction:
  - a. Course Delivery (face-to-face, video conferencing, online, hybrid) will be determined by the SWTJC administration in consultation with the ISD.

**G. Classroom and Facilities**

1. Through mutual agreement, SWTJC or the P-TECH will provide classrooms or work space for all courses offered for the P-TECH.
2. P-TECH students will be issued a SWTJC identification card for access to SWTJC services and to appropriate facilities.
3. The ISD will solely bear the cost of any remodeling of ISD space that may be required to meet the specific needs of the P-TECH.
4. The ISD, through the ISD’s budget, will be responsible for the costs associated with the maintenance, repair, and use of ISD spaces for the P-TECH.
5. The ISD through the ISD’s budget will be responsible for all other operating costs such as telephone, utilities, custodial and any other operating costs associated with the P-TECH.

**H. Tuition and Fees (Statewide Goal 1)**

1. When an ISD instructor assigned by SWTJC teaches a college course for dual credit, SWTJC will waive tuition and fees.
2. The ISD agrees to pay SWTJC \$2,500 per course section taught by any individual SWTJC teacher at a(n) ISD facility, UP TO TWO (2) COURSE SECTIONS in a Fall or Spring semester. Beyond two course sections in either a Fall or Spring semester, the ISD agrees to the following payment schedule for each individual SWTJC faculty member:
  - a. For a “full” teaching load, defined by SWTJC as five (5) three-hour classes or three (3) class/laboratory combinations (e.g., Biology) in a Fall or Spring semester, the ISD will pay SWTJC \$35,000.00 per academic year, defined as a Fall semester and its subsequent Spring semester.
  - b. For four-fifths (4/5) of a “full” teaching load, the ISD agrees to pay SWTJC four-fifths of \$35,000.00, or \$28,000.00 per academic year.
  - c. For three-fifths (3/5) of a “full” teaching load, the ISD agrees to pay SWTJC three-fifths of \$35,000.00, or \$21,000.00 per academic year.
3. Online/Internet courses are not defined as face-to-face courses; by definition they do not require a particular space or time to be held. Therefore, internet/online classes do not qualify for the \$2,500 per-course rate. ISDs with students in online/internet courses will be charged the tuition rate described below in section 5.
4. Courses delivered to a(n) ISD facility by an SWTJC instructor via Video Conferencing (television), or other video platforms such as Zoom or Microsoft Teams, are considered to be face-to-face, since students receive instruction at a set place and time. Therefore, the \$2,500 per-course fee will apply to Video Conferencing course sections, regardless of the number of students enrolled in the P-TECH portion of the class section.
5. For Pathways in Technology Early College High School students enrolled in internet classes or in classes held on an SWTJC campus, SWTJC will charge a discounted tuition rate. The discount will be 15% off of the approved “In-District” tuition rate for the given semester. Therefore, the charged tuition for each student would be 85% of the “In-District” rate for the given semester.
6. In the case of Clauses H2 and H3 as stated above, all other course and administrative fees will be waived.
7. Labs:
  - a. Lab materials and equipment costs for labs conducted at an ISD facility will be borne by the ISD. SWTJC will bear lab materials and equipment costs for labs taught at an SWTJC facility.
8. Itemized invoices are to be paid net 45 days from the date of the invoice.

#### I. Books and Supplemental Instructional Materials

1. Courses offered for dual credit will be identified as college-level courses. SWTJC Master Syllabus requirements for books, materials, and learning outcomes must be followed for all college courses. Books used for the P-TECH courses will be used for at least 3 years.

2. The ISD will purchase necessary textbooks for all P-TECH classes.
3. When possible, SWTJC will authorize the use of approved Open Educational Resources (OER) as instructional materials.

**J. Recruitment and Enrollment of Students (Statewide Goal 1)**

1. Students will be recruited from all currently enrolled ISD students. ISD officials will be solely responsible for determining which students are admitted to the P-TECH.
2. Students enrolled in the P-TECH will comply with all expectations of compliance in the rules and policies of the ISD Code of Conduct and the SWTJC Code of Conduct.
3. Students enrolled in college courses for dual credit will comply with all policies of the ISD and the policies of SWTJC including but not limited to residency and attendance requirements of both SWTJC and the ISD.
4. SWTJC will assist with recruitment, enrollment and retention, as necessary, of all students selected for the P-TECH.
5. To secure the broadest applicant pool possible, the ISD will recruit qualified eighth grade students enrolled in the ISD. This process will include:
  - a. Creation of a P-TECH website that provides recruitment and admission information;
  - b. Distribution of recruitment/admission packets to middle school students in the school district;
  - c. Meetings with middle school counselors to introduce and explain the concept of the P-TECH;
  - d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of students in P-TECH;
  - e. Presentation of recruitment and admission information in a bilingual mode; and
  - f. Parent and student interviews

**K. Composition of Classes (Statewide Goals 1 & 3)**

1. The Texas Administrative Code (TAC) Title 19, Part 1, Chapter 4, Subchapter D describes the allowable options for students attending any college course for dual credit. The ISD and SWTJC Administrations agree to those options, quoted from TAC, below:

“Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (2) If the high school credit-only students are College Board Advanced Placement students.



(3) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit”

In the case of K1, above, SWTJC administration may require that the P-TECH administration demonstrate the need for such a “mixed class.”

2. Dual credit course class size shall not exceed the capacity limit as set by the college. Distant Learning/Online courses shall not exceed the capacity limit of 15 students per class. Stand Alone/Traditional Face-to-Face courses shall not exceed the capacity limit of 30 students, unless otherwise specified by individual program definitions. Exceptions must be approved by the SWTJC Vice President of Academic Affairs.

3. A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas Junior College. Accommodations are provided through the SWTJC Disability Support Services (DSS) office. SWTJC is not required or able to utilize the qualification criteria used by an ISD to determine a student’s eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC DSS staff provides an official college accommodations letter for the student and the school district counselor, who then provides the letters to the student’s instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTJC DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

#### L. Grading Periods and Policies

SWTJC will keep the P-TECH Principal abreast of students in jeopardy of failing a class and, if requested to do so, provide numerical grades for the purpose of calculating District GPAs. Semester grades and grading policies are outlined in each instructor’s course syllabus. P-TECH personnel are responsible for advising P-TECH students concerning academic progress in the course’s high school component.

Grades are due in the Office of the SWTJC Registrar by the published date and time for each semester. SWTJC transcripts and degree plans will have cumulative GPAs. Transcript corrections due to change in program or pathway or to repeating a course are updated prior to the next grade reporting period. The SWTJC Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance.

The P-TECH shall follow ISD policy as to the weighing system for a college course grade for the P-TECH student’s final high school grade point average (GPA). Aside from providing SWTJC course grade data, SWTJC faculty, administration, and staff will have no role in the development or implementing of the ISD weighting system.

Under no circumstances will an SWTJC instructor enter student grades or attendance data directly into an ISD's grade management system, e.g., Skyward. SWTJC faculty will provide ISD Staff daily attendance data and six-week grade averages, when requested.

To achieve ongoing enrollment at SWTJC, P-TECH students must meet SWTJC academic standards for coursework completed through the college. As outlined in the SWTJC Catalog, students will be placed on Academic Probation at the conclusion of any long semester (Fall or Spring) when their institutional cumulative grade point average at SWTJC falls below 2.0. Such students are encouraged to participate in **academic support programs** and to seek academic advising. Students on Academic Probation may enroll for one additional semester in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in the computation of the overall cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation.

Students on Academic Probation who fail to achieve the minimum institutional cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester and may re-enroll after such absence under Conditional Academic Probation. Prior to enrolling, the returning student must meet with the assigned P-TECH Counselor to develop an academic improvement plan.

The student may appeal the Academic Suspension to the SWTJC Vice-President of Academic Affairs, or to a designee, by submitting to the VP's Office the SWTJC Scholastic Suspension Appeal Form with required documentation. If the appeal is approved, the student will be permitted to enroll under Conditional Academic Probation and will be restricted to enrollment in a maximum of 2 college courses for the probationary semester. Prior to enrolling, the returning student must meet with the SWTJC Vice President of Academic Affairs, or designee, to develop an academic improvement plan.

#### Attendance/Absence

- (1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.
- (2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.
- (3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.
- (4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTJC criteria for "Excessive Absences" and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.

## GRADES

College level course grades are designated in terms of letters and grade points, which may be interpreted according to the following chart. Grade point averages are computed by assigning value to each grade as follows:

|            |                             |                |
|------------|-----------------------------|----------------|
| <b>A</b>   | Excellent (90-100)          | 4 grade points |
| <b>B</b>   | Good (80-89)                | 3 grade points |
| <b>C</b>   | Average (70-79)             | 2 grade points |
| <b>D</b>   | Passing (60-69)             | 1 grade point  |
| <b>F</b>   | Failure (59-Below)          | 0 grade points |
| <b>Q</b>   | Failure based on attendance | 0 grade points |
| <b>I</b>   | (Conditional/Incomplete)    | 0 grade points |
| <b>W</b>   | Withdrew                    | 0 grade points |
| <b>EW</b>  | Administrative withdrawal   | 0 grade points |
| <b>NR</b>  | Not Reported by Instructor  | 0 grade points |
| <b>CIP</b> | Course in Progress          | 0 grade points |
| <b>Z</b>   | Not counted as courses      | 0 grade points |

**I** becomes **F** if the work is not completed during the designated six-week grace period. The six-week period is to be counted from the beginning of the following semester (including summer school). Mid-term and final grades can be retrieved via Self Service at [www.swtjc.edu](http://www.swtjc.edu). **Please note:** Grading policies may vary depending on program. See individual programs in the SWTJC catalog for specific information.

#### **M. Instructional Calendar**

SWTJC and the ISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by the ISD and SWTJC shall be followed by the P-TECH.

#### **N. Student Code of Conduct**

The P-TECH students shall adhere to the:

1. Policies of the ISD;
2. Policies of SWTJC.

#### **O. Media and Public Relations**

Media and public relations regarding the P-TECH will be managed according to ISD and SWTJC protocols. The ISD, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize Southwest Texas Junior College as its Higher Education partner.

### **3. Indemnification**

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTJC will indemnify the ISD against claims arising out of this Agreement that result from SWTJC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, the ISD will indemnify SWTJC against claims arising out of this Agreement that result from the ISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

### **4. Term**

Subject to prior termination or revocation of this Agreement as provided in section 5



(below) of this Agreement, the initial term of this Agreement is in full force and effect for a period of one year commencing on August 1, 2023 and terminating on July 31, 2024. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and the ISD shall review this Agreement and may renew this Agreement on approval of SWTJC and the ISD.

#### **5. Right of Revocation**

Either party may terminate this Agreement on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this Agreement by one of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of SWTJC or the ISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework according to the requirements for discontinuation of an ECHS program outlined in the TEA *Memorandum of Understanding: Guidance for Early College High Schools*.

#### **6. Assignment**

No party may assign their interest in this Agreement without the written permission of the other party.

#### **7. Limitation of Authority**

- A.** No party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- B.** This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTJC and the ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C.** No party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the SWTJC and the ISD Legal Departments and Boards of Trustees.
- D.** No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

#### **8. Waiver**

The failure of any party to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

#### **9. Applicable Law**

This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

#### **10. Venue**

Venue to enforce this Agreement shall lie exclusively in Uvalde County, Texas.

## 11. Miscellaneous Provisions

- A. Parties to this Agreement shall comply with all Federal, State and local law.
- B. If the Texas Higher Education Coordination Board or Texas Education Agency adopts new guidelines for Early College High School programs during the term of this Agreement, the new guidelines shall prevail and shall cause the parties to execute an amendment to the Agreement, if necessary.

## 12. Notice

Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas Junior College  
Dr. Hector Gonzales, President  
2401 Garner Field Road  
Uvalde, Texas 78801

Sabinal Independent School District  
Mr. Richard Grill, Superintendent  
409 W. Cullins  
Sabinal, Texas 78881

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

## 13. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

## 14. Signatory Clause

The individuals executing this Agreement on behalf of SWTJC and the ISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read this Agreement and understand its terms.

## 15. Amendment

The Parties to this MOU acknowledge that the P-TECH program anticipated by this MOU is in ongoing stages of development. The parties further understand that it may be necessary to amend and modify this MOU from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

## 16. Safety

The safety and security of all students is a priority of SWTJC and the ISD. The ISD and SWTJC shall work cooperatively to create reasonable precautions that provide for high school student safety when high school students are on a SWTJC campus. To establish appropriate precautions that provide for the safety and security of high school students it is agreed that when the ISD brings or causes to bring high school students to a SWTJC campus for a dual credit class or for other activities the ISD will provide an ISD staff member to chaperone the high school students when those students are not in the dual credit class or activity. The ISD will submit a brief written explanation of the ISD's Chaperone Plan to the SWTJC Outreach Department for approval prior to bringing the high school students to a SWTJC campus for a dual credit class or other activity. When the high school students are on a SWTJC campus for a dual credit class or for an activity the SWTJC faculty or staff member assigned to that class or activity will chaperone the students for the scheduled duration of



the class or activity. If any high school student, instructor, employee of the ISD or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and ISD regulations. Upon mutual agreement, SWTJC may require the ISD to provide ISD security personnel.

**17. Confidentiality of Student Records:**

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to P-TECH students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

**18. Texas Law to Apply**

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

**19. Force Majeure**

Neither party to this Agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this Agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three days.

Executed in duplicate original counterparts effective upon the date indicated below:

**Southwest Texas Junior College**

DocuSigned by:  
By: Dr. Hector Gonzales Date: 10/6/2023  
7D26122E4BA34FA...

**Sabinal Independent School District**

DocuSigned by:  
By: Mr. Richard Grill Date: 10/6/2023  
859658AA124E476...



## Appendix A

# Statewide Dual Credit Goals

“House Bill 1638 (85<sup>th</sup> Legislature, Regular Session)”

## 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.**

### Measures of Implementation

Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

### Examples of items to include in documentation:

- 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

## GOAL 2

**Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.**

### Metric

Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

### Examples of items included in analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Semester credit hours to degree

## 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.**

### Metric

Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

### Examples of items included in analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Decrease in excess number of semester hours beyond required hours to degree completion

## GOAL 4

**The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.**

### Metric

Analysis of performance in subsequent course work.

# Appendix B

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

| Course Rubric | College Courses Offered Via Dual Credit                      | College Credits | High School Credits | PEIMS    | High School Courses                                  | Certifications               |
|---------------|--|-----------------|---------------------|----------|--|------------------------------|
| AERM 1203     | Shop Practices   | 2               | 2                   | 8724-6   | Introduction to Aircraft                             |                              |
| AERM 1210     | Ground Operation   | 2               | 2                   | 8724-6   | Introduction to Aircraft                             |                              |
| AERM 1314     | Basic Electricity  | 3               | 3                   | 8729-6   | Aircraft Airframe Technology                         |                              |
| AERM 1315     | Aviation Science   | 3               | 2                   | 8724-6   | Introduction to Aircraft                             |                              |
| AERM 1350     | Landing Gear Systems   | 3               | 3                   | 8729-6   | Aircraft Airframe Technology                         |                              |
| AERM 2231     | Airframe Inspection  | 2               | 3                   | 8729-6   | Aircraft Airframe Technology                         |                              |
| ACCT 2401     | Principals of Accounting                                     | 4               | 1                   | 1306700  | Accounting II  |                              |
| ACNT 1403     | Introduction to Accounting I                                 | 4               | 1                   | 13016600 | Accounting I   |                              |
| ARTS 1301     | Art Appreciation   | 3               | 0.5                 | 3500100  | Art I  |                              |
| ARTS 1303     | Art History  | 3               | 0.5                 | 3500100  | Art I  |                              |
| AUMT 1305     | Introduction to Automotive                                   | 3               | 1                   | 13039550 | SW Auto Basics                                       |                              |
| AUMT 1407     | Automotive Electrical Systems                                | 4               | 2                   | 13039600 | Automotive Technology I                              | ASE Electrical Systems       |
| AUMT 1410     | Automotive Brake Systems                                     | 4               | 2                   | 13039600 | Automotive Technology I                              | ASE Brakes                   |
| AUMT 1416     | Automotive Suspension and Steering Systems                   | 4               | 2                   | 13039700 | Automotive Technology II                             | ASE Suspension And Steering  |
| AUMT 1445     | Automotive Heating and Air Conditioning                      | 4               | 2                   | 13039700 | Automotive Technology II                             | ASE Heating/Air Conditioning |
| AUMT 2417     | Automotive Engine Performance Analysis I                     | 4               | 2                   | 13039600 | Automotive Technology I                              | ASE Engine Performance       |
| AUMT 2434     | Automotive Engine Performance Analysis II                    | 4               | 2                   | 13039700 | Automotive Technology II                             |                              |
| BCIS 1305     | Business Computer Applications                               | 3               | 0.5                 | 3580900  | Independent Study in Technology Applications         |                              |
| BIOL 1106     | Biology for Science Major I                                  | 1               | 1                   | 13037200 | Biology  |                              |
| BIOL 1107     | Biology for Science Major II                                 | 3               | 1                   | 13037200 | Biology  |                              |
| BIOL 1108     | Biology for Non Science Major I                              | 1               | 1                   | 13037200 | Biology  |                              |
| BIOL 1109     | Biology for Non Science Major II                             | 1               | 1                   | 13037210 | Biology  |                              |
| BIOL 1306     | Biology for Science Majors I                                 | 3               | 1                   | 3010200  | Biology or Scientific Research & Design              |                              |
| BIOL 1307     | Biology for Science Majors II                                | 3               | 1                   | 13037200 |  |                              |
| BIOL 1308     | Biology for Non Science Major I                              | 3               | 1                   | 13037200 | Biology  |                              |
| BIOL 1309     | Biology for Non Science Major II                             | 3               | 1                   | 13037210 | Biology  |                              |
| BIOL 2401     | Human Anatomy & Physiology I                                 | 4               | 0.5                 | 13020600 | Anatomy & Physiology                                 |                              |
| BIOL 2402     | Human Anatomy & Physiology II                                | 4               | 0.5                 | 13020600 | Anatomy & Physiology                                 |                              |
| BUSI 1301     | Business Principles  | 3               | 0.5                 | 13011200 | Principles of Business, Marketing, & Finance Regular |                              |
| BMGT 1301     | Supervision  | 3               | 10                  | 13012100 | Principles of Business, Marketing, & Finance Regular |                              |
| BMGT 1382     | Cooperative Education-Business Administration and Management | 3               | 3                   | 12701305 | Extended Practicum in Business Management Regular    |                              |
| BMGT 1327     | Principles of Management                                     | 3               | 0.05                | 13012100 | Business Management Regular                          |                              |
| BUSI 1307     | Personal Finance   | 3               | 1                   | 13018000 | Money Matters  |                              |
| BUSG 2309     | Small Business Management/Enterprise                         | 3               | 1                   | 13012000 | Business Management Regular                          |                              |
| CETT 1302     | Electricity Principles                                       | 3               | 1                   | 13005800 | HVAC I   |                              |
| CHEM 1111     | General Chemistry I  | 1               | 0.5                 | 3040000  | EC Chemistry   |                              |
| CHEM 1112     | General Chemistry II   | 1               | 0.5                 | 3040000  | Chemistry  |                              |
| CHEM 1311     | General Chemistry I  | 3               | 0.5                 | 304000   | EC Chemistry   |                              |
| CHEM 1312     | General Chemistry II   | 3               | 0.5                 | 304000   | chemistry  |                              |
| CNBT 1110     | Basic Construction Safety                                    | 1               | 2                   | 13005100 | Construction Technology I DC                         |                              |
| CNBT 1400     | Residential Light Comm. Blueprint                            | 4               | 2                   | 13005200 | Construction Technology II DC                        |                              |

# Appendix B

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

|           |  |   |     |                      |  |   |
|-----------|--|---|-----|----------------------|--|---|
| CNBT 1446 | Construction Estimating I                        | 4 | 2   | 13005200             | Construction Technology II DC            |   |
| COSC 1301 | Introduction to Computing                        | 3 | 0.5 | 13011300             | Touch Systems Data Entry                 |   |
| CJLE 1303 | Basic Telecommunications Certification           | 3 | 1   | 13029700             | Law Enforcement II                       | National Emergency Communication                          |
| CJSA 1351 | Use of Force                                     | 3 | 1   | 13029300             | Law Enforcement I                        |   |
| CRIJ 1301 | Introduction to Criminal Justice                 | 3 | 1   | 13029300             | SWTJC LAW 1                              |   |
| CRIJ 1307 | Crime in America                                 | 3 | 1   | 13029400             | Law Enforcement II                       |   |
| CRIJ 1310 | Fundamentals of Criminal Law                     | 3 | 1   | 1329500              | Law Enforcement I                        |   |
| CRIJ 2313 | Correctional Systems & Practices                 | 3 | 1   | 1329500              | Law Enforcement I                        |   |
| CRPT 1411 | Conventional Roof Systems                        | 4 | 2   | 13005100             | Construction Technology I DC             |   |
| CRPT 1415 | Conventional Wall Systems                        | 4 | 2   | 13005100             | Construction Technology I DC             |   |
| CRPT 1423 | Floor Systems                                    | 4 | 2   | 13005100             | Construction Technology I DC             |   |
| CRPT 1429 | Introduction to Carpentry                        | 4 | 2   | 13005100             | Construction Technology I DC             |   |
| CRPT 1441 | Conventional Exterior Finish System              | 4 | 2   | 13005200             | Construction Technology II DC            |   |
| CRPT 1445 | Conventional Interior Finish System              | 4 | 2   | 13005200             | Construction Technology II DC            |   |
| CSME 1310 | Introduction to Hair Cutting                     | 3 | 1   | 13025100             | SWTJC Intro Cosmetology                  |   |
| CSME 2343 | Salon Development                                | 3 | 2   | 1302500              | SWTJC COSMO1                             |   |
| COSC 1336 | Programming Fundamentals II                      | 3 | 0.5 | 3580200              | SWTJC/Computer Programming               |   |
| COSC 1337 | Programming Fundamentals II                      | 3 | 0.5 | 3580200              | SWTJC/Computer Programming               |   |
| DRAM 1310 | Introduction to Theater                          | 3 | 1   | 3250700              | Advanced Theater                         |   |
| ECON 2301 | Principles of Macroeconomics                     | 3 | 0.5 | 033103xx             | Economics or Economics Advanced Studies  |   |
| ECON 2302 | Principles of Microeconomics                     | 3 | 0.5 | 033103xx             | Economics or Economics Advanced Studies  |   |
| EDUC 1300 | Learning Frameworks                              | 3 | 0.5 | 3270100<br>3270100   | Career Preparation I<br>Study Skills     |   |
| EDUC 1301 | Introduction to the Teaching Profession          | 3 | 0   | 13014300             | Career Preparation                       |   |
| EMSP 1360 | Clinical-Emergency Medical Technology/Technician | 2 | 3   | 13020505             | Extended Practicum in Health Science EMT | Emergency Medical Technician<br>(Must Take All 4 Courses) |
| EMSP 1455 | Trauma Management                                | 4 | 3   | 13020505             | Extended Practicum in Health Science EMT | Emergency Medical Technician<br>(Must Take All 4 Courses) |
| ESMP 1456 | Patient Assessment & Airway Management           | 4 | 3   | 13020505             | Extended Practicum in Health Science EMT | Emergency Medical Technician<br>(Must Take All 4 Courses) |
| ESMP 1501 | Emergency Medical Technician                     | 5 | 3   | 13020505             | Extended Practicum in Health Science EMT | Emergency Medical Technician<br>(Must Take All 4 Courses) |
| ENGL 1301 | Composition I                                    | 3 | 0.5 | 3221800              | English III<br>English IV                |   |
| ENGL 1302 | Composition II                                   | 3 | 0.5 | 3221820              | English III<br>English IV                |   |
| ENGL 2307 | Creative Writing                                 | 3 | 0.5 | 3221200              | Creative Writing                         |   |
| ENGL 2327 | American Literature I                            | 3 | 0.5 | 03220300<br>03220400 | English III<br>English IV                |   |
|           |  |   |     |                      |  |   |
| ENGL 2328 | American Literature II                           | 3 | 0.5 | 03220300<br>03220400 | English III<br>English IV                |   |



# Appendix B

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

|           |  |   |     |                                  |  |  |
|-----------|--|---|-----|----------------------------------|--|--|
| ENGL 2322 | British Literature I                                   | 3 | 0.5 | 03220300<br>03220400             | English III<br>English IV                                      |  |
| ENGL 2323 | British Literature II                                  | 3 | 0.5 | 03220300<br>03220400             | English III<br>English IV                                      |  |
| GOVT 2305 | Federal Government                                     | 3 | 0.5 | 03330100<br>03380001             | United States Government or<br>Social Studies Advanced Studies |  |
| GOVT 2306 | Texas Government                                       | 3 | 0.5 | 3380001                          | Social Studies Advanced Studies                                |  |
| HART 1403 | Air Conditioning Control Principles                    | 4 | 2   | 13005255                         | HVAC III   |  |
| HART 1407 | Refrigeration Principles                               | 4 | 2   | 13005900                         | HVAC II  | EPA  |
| HART 1441 | Residential Air Conditioning                           | 4 | 2   | 13005255                         | HVAC III   | R410   |
| HART 2438 | Air Conditioning Installation and Startup              | 4 | 2   | 13005255                         | HVAC III   |  |
| HECO 1322 | Nutrition & Diet Therapy                               | 3 | 0.5 | 13024500                         | Nutrition  |  |
| HIST 1301 | United States History                                  | 3 | 0.5 | 3340100                          | United States History A  |  |
| HIST 1302 | United States History                                  | 3 | 0.5 | 3340100                          | United States History B  |  |
| HIST 2311 | Western Civilization I                                 | 3 | 0.5 | 3380022                          | Advanced History   |  |
| HIST 2312 | Western Civilization II                                | 3 | 0.5 | 3380022                          | Advanced History   |  |
| HITT 1305 | Medical Terminology I                                  | 3 | 1   | 13020300                         | Medical Terminology  | PCT - Level 1 Certificate  |
| HRPO 2301 | Human Resources Management                             | 3 | 0.5 | 13011900                         | Human Resource Management                                      |  |
| HUMA 1301 | Humanities   | 3 | 0.5 | 3221600                          | Humanities   |  |
| ITSC 1301 | Introduction to Computers                              | 3 | 1   | 13011400                         | Computer Application   |  |
| ITSC 1307 | Introductions to Database                              | 3 | 0.5 | 13011400                         | Business Information Mgmt. 1                                   |  |
| MAIR 1449 | Refrigerators, Freezers, Window Air Conditioners       | 4 | 2   | 13005900                         | HVAC II  |  |
| MATH 1314 | College Algebra  | 3 | 0.5 | 03100600<br>03101100<br>0310250X | Algebra II<br>Pre-Cal<br>Independent Study in Math             |  |
| MATH 1316 | Plane Trigonometry                                     | 3 | 0.5 | 3102501                          | Independent Study Math 2                                       |  |
| MATH 1325 | Calculus for Business & Social Science                 | 3 | 0.5 | 3102502                          | Independent Study Math 3                                       |  |
| MATH 1332 | Contemporary Mathematics I                             | 3 | 0.5 | 0310250X                         | Independent Studies in Math                                    |  |
| MATH 1342 | Elementary Statistic Math                              | 3 | 0.5 | 3102500                          | Statistic  |  |
| MATH 2312 | Pre-Calculus   | 3 | 0.5 | 03101100<br>0310250X             | Pre-Calculus<br>Independent Studies in Math                    |  |
| MATH 2413 | Calculus I   | 3 | 0.5 | 0310250X<br>03101100             | Independent Studies in Math<br>HS Pre-Cal                      |  |
| MATH 2414 | Calculus II  | 3 | 0.5 | 0310250X<br>03101100             | Independent Studies in Math<br>HS Pre-Cal                      |  |
| MDCA 1205 | Medical Law & Ethics                                   | 3 | 2   | 13020500                         | Practicum in Health Science CMA                                | PCT - Level 1 Certificate  |
| MDCA 1210 | Medical Assistant Interpersonal & Communication Skills | 2 | 2   | 13020500                         | Practicum in Health Science CMA                                | PCT - Level 1 Certificate  |
| MDCA 1317 | Procedures in Clinical Setting                         | 3 | 2   | 13020500                         | Practicum in Health Science Phlebotomy/EKG                     | PCT - Level 1 Certificate<br>Electrocardiogram<br>(National Health Care Association)               |
| MDCA 1352 | Medical Assistant Laboratory Procedure                 | 3 | 2   | 13020500                         | Practicum in Health Science CMA                                | PCT - Level 1 Certificate<br>Certified Clinical Medical Assistant<br>(National Health Association) |
| MUSI 1306 | Music Appreciation                                     | 3 | 0.5 | 3155600                          | Music Appreciation I/Music Studies                             |  |

# Appendix B

## Southwest Texas Junior College Crosswalk - Course Equivalency Guide

|           |  |   |     |                      |  |  |
|-----------|--|---|-----|----------------------|--|--|
| NURA 1160 | Nurse Aide for Health Care                 | 1 | 3   | 13020505             | Extended Practicum in Health Science CNA   | PCT - Level 1 Certificate<br>Certified Nurse Assistant<br>Must take all 3 NURA courses (Prometric) |
| NURA 1307 | Body Systems                               | 3 | 3   | 13020505             | Extended Practicum in Health Science CNA   | PCT - Level 1 Certificate<br>Certified Nurse Assistant<br>Must take all 3 NURA courses (Prometric) |
| NURA 1401 | Nurse Aide for Health Care                 | 4 | 3   | 13020505             | Extended Practicum in Health Science CNA   | PCT - Level 1 Certificate<br>Certified Nurse Assistant<br>Must take all 3 NURA courses (Prometric) |
| NUPC 1320 | Patient Care Technician/Assistant          | 3 | 1   | 13020222             | Principles of Health Science               | PCT - Level 1 Certification  |
| PHIL 1301 | Introduction to Philosophy                 | 3 | 0.5 | 3380001              | Social Studies Advanced Studies I          |  |
| PHIL 2306 | Introduction to Ethics                     | 3 | 0.5 | 3380021              | Independent Studies                        |  |
| PHED1100  | Physical Activity                          | 3 | 0.5 | PeS0052              | Physical Activity                          |  |
| PHED 1110 | Physical Activity                          | 3 | 0.5 | PeS0055              | Physical Activity                          |  |
| PHED 1301 | Foundations of Kinesiology                 | 3 | 0.5 | 3810100              | Health Education                           |  |
| PHED 1304 | Personal & Community Health                | 3 | 0.5 | 3810200              | Health Education                           |  |
| PHED 1306 | First Aid                                  | 3 | 0.5 | 3810100              | First Aid                                  |  |
| PHED 1308 | Sports Officiating                         | 3 | 0.5 | N1160012             | Sports Officiating                         |  |
| PLAB 1323 | Phlebotomy                                 | 3 | 2   | 13020500             | Practicum in Health Science Phlebotomy/EKG | Part of PCT Level 1 Certification<br>Phlebotomy<br>(National Health Care Association)              |
| POFI 1349 | Spreadsheets                               | 3 | 0.5 | 13011400             | Business Information Mgmt. 1               |  |
| POFI 2301 | Word Processing                            | 3 | 0.5 | 13011400             | Business Information Mgmt. 1               |  |
| POFT 1301 | Business English                           | 3 | 0.5 | 13011500             | Business Information Mgmt. 2               |  |
| POFT 1325 | Business Math Using Technology             | 3 | 0.5 | 13011500             | Business Information Mgmt. 2               |  |
| POFT 1309 | Administration Office Procedures I         | 3 | 0.5 | 13011500             | Business Information Mgmt. 2               |  |
| POFT 2331 | Administration Project Solutions           | 3 | 0.5 | 13011500             | Business Information Mgmt. 2               |  |
| PSYC 2301 | Introduction to Psychology                 | 3 | 0.5 | 3350100              | Psychology                                 |  |
| PSYC 2314 | Lifespan Growth and Development            | 3 | 0.5 | 3350100              | Psychology                                 |  |
| SOCI 1301 | Introduction to Sociology                  | 3 | 0.5 | 3370100              | Sociology                                  |  |
| SPCH 1311 | Introduction to Speech Communication       | 3 | 0.5 | 3241400              | Communication Application                  |  |
| SPCH 1315 | Public Speaking                            | 3 | 0.5 | 03240900<br>13009900 | Public Speaking<br>Prof. Communications    |  |
| SPCH 1321 | Business & Professional communication      | 3 | 0.5 | 3241400              | Communication Application                  |  |
| WLDG 1313 | Intro to Blueprint Reading for Welders     | 3 | 2   | 13032300             | Welding I DC                               |  |
| WLDG 1317 | Introduction to Layout and Fabrication     | 3 | 2   | 13032400             | Welding II DC                              |  |
| WLDG 1323 | Welding Safety, Tools & Equipment          | 3 | 1   | 13032250             | SWTJC Intro to Welding                     |  |
| WLDG 1353 | Intermediate Layout and Fabrication        | 3 | 2   | 13032400             | Welding II DC                              | AWS D1.1 Cert (1G, 2G, 3G)   |
| WLDG 1421 | Welding Fundamentals                       | 4 | 1   | 13032250             | SWTJC Intro to Welding                     |  |
| WLDG 1428 | Introduction to Shielded Metal Arc Welding | 4 | 2   | 13032300             | Welding I DC                               |  |
| WLDG 1430 | Introduction to Gas Metal Arc Welding      | 4 | 2   | 13032300             | Welding I DC                               |  |
| WLDG 1435 | Introduction to Pipe Welding               | 4 | 2   | 13032400             | Welding II DC                              |  |
| WLDG 1457 | Intermediate Shielded Metal Arc Welding    | 4 | 2   | 13032400             | Welding II DC                              |  |

**Southwest Texas Junior College and Sabinal Independent School District  
Technical Dual Credit Program Agreement  
2023-2024**

**Purpose**

The purpose of this Technical Dual Credit Program Agreement is to disclose all costs, fees, and the proposed courses thereby sustaining a transparent and mutually beneficial partnership between Sabinal Independent School District and Southwest Texas Junior College. Fundamental to this Technical Dual Credit Program Agreement is the belief that our two institutions working together can be a significant provider of career and technology education that enriches the lives of students and advances growth in our diverse communities. To this end this Technical Dual Credit Program Agreement will set forth the operational plan for the delivery of Southwest Texas Junior College courses in the following technical program areas for Sabinal Independent School District students:

1. Welding Technology

**Parties**

Southwest Texas Junior College (hereafter SWTJC)  
Sabinal Independent School District (hereafter Sabinal ISD)

**Period of the Technical Dual Credit Program Agreement**

August 1, 2023 to July 31, 2024

**Responsibilities of the Parties**

The Parties agree to:

- I. SWTJC
  - A. If no qualified high school instructor is available SWTJC may provide an instructor for the contract period of one academic school year, approximately 180 days as determined by the Sabinal ISD official calendar. SWTJC will provide the instructor at the cost agreed to by the Parties as documented in the Technical Dual Credit Program Agreement.
  - B. Provide student evaluation and reporting as required by both Sabinal ISD and SWTJC.
- II. Sabinal ISD
  - A. Provide classroom and lab space adequate for the delivery of the courses for students.
  - B. Provide recruitment, assessment, and referral services for potential students in the courses. Report student IBC and/or exam results when requested by SWTJC.
  - C. Limit the class size as indicated in each program.
  - D. Enroll only eligible students based on Texas Higher Education Coordinating Board dual credit rules as stated in "Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges" Chapter 4, Subchapter D, A§4.85, (b) Student Eligibility.
  - E. Enroll students in the appropriate sequence of courses.
  - F. Notify SWTJC of any proposed changes to program offerings 6 months prior to the beginning of the next academic school year.
  - G. Pay to SWTJC all applicable program contract fees.

**Fee Chart: Study Material, Testing, and Insurance**

The fees on the chart below are billed per student during the respective class only if applicable. (Welding, Construction Carpentry, Automotive Technology, and the Air Conditioning & Refrigeration programs may have certification exams for a fee after completing the program).

| Course(s)                                     | Certification  | Agency   | Study Material | Exam Fee | Liability Insurance Fee | Total per Student |
|---|--|--|----------------|----------|-------------------------|-------------------|
| ACNT 1311                                     | Quick Books  | Certiport by Pearson VUE                           | N/A            | \$99.00  | N/A                     | \$99.00           |
| EMSP 1501 & EMSP 1455 & EMSP 1456 & EMSP 1360 | Emergency Medical Technician (EMT)                   | National Registry of Emergency Medical Technicians | N/A            | \$104.00 | \$13.00                 | \$117.00          |
| ITSW 1307                                     | Microsoft Office Specialist (MOS) - Access           | Certiport by Pearson VUE                           | N/A            | \$72.00  | N/A                     | \$72.00           |
| MDCA 1210 & MDCA 1352                         | Clinical Certified Medical Assistant (CCMA)          | National Healthcareer Association (NHA)            | \$83.00        | \$160.00 | N/A                     | \$243.00          |
| MDCA 1317                                     | Certified EKG Technician (CET)                       | National Healthcareer Association (NHA)            | \$75.00        | \$125.00 | N/A                     | \$200.00          |
| NUPC 1320                                     | Certified Patient Care Technician Assistant (CPCT/A) | National Healthcareer Association (NHA)            | \$75.00        | \$160.00 | N/A                     | \$235.00          |
| NURA 1401 & NURA 1160                         | Certified Nursing Assistant (CNA)                    | Texas Health & Human Services Commission           | \$99.00        | \$125.00 | \$13.00                 | \$237.00          |
| PLAB 1323                                     | Certified Phlebotomy Technician (CPT)                | National Healthcareer Association (NHA)            | \$75.00        | \$125.00 | N/A                     | \$200.00          |
| POFT 1309                                     | Microsoft Office Specialist (MOS) - Outlook          | Certiport by Pearson VUE                           | N/A            | \$72.00  | N/A                     | \$72.00           |
| POFI 1349                                     | Microsoft Office Specialist (MOS) - Excel            | Certiport by Pearson VUE                           | N/A            | \$72.00  | N/A                     | \$72.00           |
| POFI 2301                                     | Microsoft Office Specialist (MOS) - Word             | Certiport by Pearson VUE                           | \$40.00        | \$72.00  | N/A                     | \$112.00          |
| POFT 1309                                     | Microsoft Office Specialist (MOS) - Outlook          | Certiport by Pearson VUE                           | N/A            | \$72.00  | N/A                     | \$72.00           |

**Technical Program(s)****1. Welding Technology**

- **Cost of Program:** Waived
- **Instructor:** ISD Staff Member
- **Number of Students per Cohort:** Maximum of 20 Students
- **Program of Study:**

| Grade Level/Term        | High School Course | College Course Equivalent                        |
|-------------------------|--------------------|--|
| 10 <sup>th</sup> Fall   | Welding            | WLDG 1323 - Welding Safety, Tools, and Equipment |
| 10 <sup>th</sup> Spring | Welding            | WLDG 1421 - Welding Fundamentals                 |



|  |                 |  |
|--|-----------------|--|
| 11 <sup>th</sup> Fall  | Welding         | WLDG 1428 - Intro to Shielded Metal Arc Welding  |
| 11 <sup>th</sup> Fall & Spring   | Welding         | WLDG 1430 - Gas Metal Arc Welding  |
| 11 <sup>th</sup> Spring  | Welding         | WLDG 1313 - Intro to Blueprint Reading for Welders   |
| 12 <sup>th</sup> Fall  | Advance Welding | WLDG 1457 - Intermediate Shield Metal Arc Welding<br>WLDG 1317 - Intro to Layout and Fabrication |
| 12 <sup>th</sup> Fall<br><i>(Senior students need WLDG 1313 to meet Grad requirements)</i> | Welding         | WLDG 1313 - Intro to Blueprint Reading for Welders   |
| 12 <sup>th</sup> Spring  | Advance Welding | WLDG 1435 - Intro to Pipe Welding<br>WLDG 1353 - Intermediate Layout and Fabrication             |

Sabinal Independent School District understands the course sequence (program of study) for the technical dual credit classes and agrees to make payment in the amount(s) stated in this Technical Dual Credit Program Agreement. An invoice will be generated by Southwest Texas Junior College and submitted to Sabinal Independent School District shortly after the start date of each course.

**Signing for the Parties:**

DocuSigned by:  
  
 Sabinal ISD Superintendent 6/26/2023  
Date

DocuSigned by:  
  
 SWTJC President 6/26/2023  
Date