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Memorandum

TO: Dr. Edgar Camacho, Superintendent of the Sabinal Independent School District

 **FROM:** C.A. Garabedian, SWTX Dean of Instructional Services and School District Partnerships

DATE: May 5, 2025

SUBJECT: 2025-2026 Dual Credit Partnership Agreement and P-TECH Memorandum of Understanding

Enclosed is a copy of the 2025-2026 Dual Credit Partnership Agreement and the 2025-2026 P-TECH Memorandum of Understanding between Southwest Texas College and the Sabinal Independent School District. The agreement was made possible through the ongoing collaborative effort between SWTX and Sabinal ISD staff members. Updates to the agreement are highlighted in yellow. The complete program of study details and cost for the technical dual credit program are found on Appendix C.

If you have any questions about the 2025-2026 Dual Credit Partnership Agreement or the 2025-2026 P-TECH Memorandum of Understanding please feel free to contact me at any time at (830) 703-1582 or at cagarabedian@swtxc.edu.

Please review and sign the document no later than June 10th to ensure that classes for the Fall 2025 semester are scheduled for your students.

Thank you for your attention and continued partnership with SWTX.

**2025-2026 Dual Credit Partnership Agreement
Between Southwest Texas College and the Sabinal Independent School District**

Sabinal Independent School District (hereafter ISD, the ISD, District, or the School District) and Southwest Texas College (hereafter SWTX or College) 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 SWTX to one or more of its partner ISDs. Therefore, not all listed SWTX 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 Texas Higher Education Coordinating Board or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the Texas Higher Education Coordinating 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) Consistent with the updates in the Texas Administrative Code, Southwest Texas College will exempt non-degree-seeking students from Dual Credit Eligibility College Readiness requirements until the student has earned 15 hours.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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 grade in a specified previous course, etc.).
- (9) 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.
- (10) An institution is not required, under the provisions of this section, to offer dual credit courses for high school students.
- (11) 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 SWTX campuses.
- (12) School districts will be responsible for submitting all required documentation for registering dual credit students by the designated college deadline. These include the following: admissions applications, dual credit admission form, official high school transcripts, Bacterial Meningitis immunization proof, official test exemption scores, Major Declaration Form documenting "non-degree-seeking" status, payment agreement form, and class roster form.

(13) The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTX 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 SWTX 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 SWTX Dual Credit Department by:

Fall term – 2nd Friday in May, noon
Spring term – 2nd Friday in November, noon
Summer terms – 2nd Friday in May, noon

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

(c) SWTX Dual Credit Department Staff and ISD Staff will utilize the "live" course spreadsheets developed and provided by SWTX to review class rosters, add/drop students, and make corrections after student enrollments. SWTX 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 SWTX "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 SWTX degree plan, program, or pathway. A student will not be permitted to combine SWTX Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTX Registrar's Office receives official notice from an appropriate ISD official of the student's desire/intent. Such notice must

be received by SWTX on or before the last SWTX 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 SWTX.

- (c) To comply with Senate Bill 1277 (2021) the ISD and SWTX hereby designate the Sabinal High School Counselor and the assigned SWTX Success Coach as the staff members responsible for providing college 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, Part1, 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 SWTX 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 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 SWTX, following SWTX 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 SWTX as instructors of record for college courses offered for dual credit. A proposed school district instructor must complete a SWTX 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 SWTX 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 SWTX 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 SWTX 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 three-week and/or six-week grade averages, as requested by the ISD.
- (3) The ISD is responsible for the purchasing of textbooks for college classes offered for dual credit. However, SWTX 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 SWTX 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 College. Accommodations are provided through the Disability Support Services (DSS) office. SWTX 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 SWTX DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTX 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 SWTX 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 SWTX 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 SWTX 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 SWTX administration may require a "Homebound" student to withdraw from the course(s).

(J) Transcription 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, and State Funding (Statewide Goal 1)

The following paragraphs clarify the roles and responsibilities of SWTX and the ISD for dual credit tuition, fees, and funding connected to the implementation of the Financial Aid for Swift Transfer program (FAST). The FAST program rules were adopted by the Texas Higher Education Coordinating Board and the Texas Education Agency in late 2023.

The FAST program provides funding to colleges and other public institutions so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines "educationally disadvantaged" as those students eligible for the national free/reduced-price lunch program. Students are "eligible students" under the FAST program if they (1) are enrolled in an eligible dual credit course at a public-school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. The FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. Therefore, a FAST-eligible student will not pay tuition and fees for an eligible dual credit course. Furthermore, books, supplies, and other course materials must be provided at no cost to a FAST-eligible student. Dual Credit courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate (using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8)

- A foreign language requirement at an institution of higher education
- A core curriculum requirement
- A field of study requirement

If the ISD does not provide the instructor for the class, a tuition rate of \$55 per credit hour will be charged by SWTX for dual credit students who are not FAST-eligible. SWTX may charge exam, materials, or instructional oversight fees connected to Technical dual credit classes as agreed to by both the ISD and SWTX.

In order to efficiently manage the FAST program requirements, SWTX and the ISD agree to the following specific responsibilities:

SWTX Responsibilities

1. SWTX will verify FAST-eligible students and dual credit eligibility with the high school or ISD official for each student enrolling in the dual credit program.
2. SWTX will use the allotted FAST dollars to cover the tuition and fees at \$55.00 per semester credit hour, per course, per student enrolling into the dual credit program.
3. SWTX will collaborate with school officials to develop and provide information to students and parents about the FAST program and student eligibility.

ISD Responsibilities

1. The ISD will identify and verify to SWTX the students enrolling in the dual credit program who meet the eligibility requirements for the FAST program. A student is eligible to participate in the FAST program and enroll in dual credit courses at no cost if the student meets all the following criteria:
 - is enrolled in high school in a school district or charter school.
 - is enrolled in dual credit course at a participating institution of higher education.
 - was educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit course described by Subdivision (1)(B).
2. The ISD will be responsible for incurring any remaining educational costs for any eligible FAST student enrolled in the dual credit program. These costs may include course fees, lab fees, instructional oversight costs, course materials, textbooks, supplies, and credentialing fees.
3. The ISD will collaborate with SWTX to develop and provide information to students and parents about the FAST program and student eligibility.

The school district will be responsible for providing the SWTX with the Dual Credit Payment Agreement which specifies payment options (waived, billed, or sponsored) for students. All SWTX 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. 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. School districts will bear the costs associated with student regalia for their students' graduation from SWTX. SWTX will waive the graduation fee for graduating students.

(L) Funding (Statewide Goal 1)

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

(2) When SWTX places an SWTX 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. If applicable, the requirements for a complete Technical Dual Credit Program(s) are provided in Appendix C.

(3) 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 (12th class day) Roster will constitute the official enrollment for a given class. SWTX invoices to the ISD are to be paid net 45 days from the date of the invoice.

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

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

- (1) The ISD, in collaboration with SWTX 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 SWTX Office of Strategic Innovation & Research will provide disaggregated data to College and ISD officials on the enrollment and persistence of ISD students.
- (3) SWTX will continue to provide ISD students, in collaboration with ISD staff, academic and career advising and student success services.
- (4) The SWTX Office of Strategic Innovation & Research 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 SWTX courses taken for dual credit.

(N) Instructional Calendar

SWTX 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 SWTX shall be followed.

(O) Student Code of Conduct

Students shall adhere to the

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

1. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTX will indemnify the ISD against claims arising out of this Agreement that result from SWTX'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 SWTX 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, 2025 and terminating on July 31, 2026. 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, SWTX and the ISD shall review this Agreement and may renew this Agreement on approval of SWTX 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 SWTX 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 SWTX 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 SWTX 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 College
Dr. Hector Gonzales, President
2401 Garner Field Road
Uvalde, Texas 78801

Sabinal Independent School District
Dr. Edgar Camacho, 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 SWTX 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 SWTX and the ISD. The ISD and SWTX shall work cooperatively to create reasonable precautions that provide for high school student safety when high school students are on a SWTX 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 SWTX 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 SWTX Dual Credit Department for approval prior to bringing the high school students to a SWTX campus for a dual credit class or other activity. When the high school students are on a SWTX campus for a dual credit class or for an activity the SWTX faculty or staff member assigned to that class or activity will chaperone the students for the scheduled duration of the class or activity. High School students currently enrolled in SWTX courses for dual credit who have completed 15 hours or more that wish to sign up for an out-of-town college tour arranged by SWTX will be considered on a case by case basis in consultation and cooperation

with the respective school district official. If any high school student, instructor, employee of the ISD, or administrator should experience an accident or sudden illness while on the premises of SWTX, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTX and the ISD regulations. Upon mutual agreement, SWTX 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.

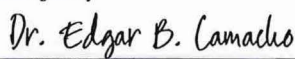
16. Texas Law to Apply

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.

Signed by:

928044E40D994CD...
Sabinal ISD Superintendent

5/6/2025
Date

Signed by:

9A473A33CF9F489...
SWTX President

5/6/2025
Date

Appendix A

Statewide Dual Credit Goals “House Bill 1638 (85th 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 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	
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	
CRJ 1301	Introduction to Criminal Justice	3	1	13029300	SWTX LAW 1	
CRJ 1307	Crime in America	3	1	13029400	Law Enforcement II	
CRJ 1310	Fundamentals of Criminal Law	3	1	1329500	Law Enforcement I	
CRJ 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	

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Southwest Texas College Crosswalk - Course Equivalency Guide

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	SWTX Intro Cosmetology	
CSME 2343	Salon Development	3	2	1302500	SWTX COSMO1	
COSC 1336	Programming Fundamentals II	3	0.5	3580200	SWTX/Computer Programming	
COSC 1337	Programming Fundamentals II	3	0.5	3580200	SWTX/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	Career Preparation I Study Skills	
				3270100		
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 (Must Take All 4 Courses)
EMSP 1455	Trauma Management	4	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ESMP 1456	Patient Assessment & Airway Management	4	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ESMP 1501	Emergency Medical Technician	5	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ENGL 1301	Composition I	3	0.5	3221800	English III English IV	
ENGL 1302	Composition II	3	0.5	3221820	English III English IV	
ENGL 2307	Creative Writing	3	0.5	3221200	Creative Writing	
ENGL 2327	American Literature I	3	0.5	03220300	English III English IV	
				03220400		
ENGL 2328	American Literature II	3	0.5	03220300	English III English IV	
				03220400		
ENGL 2322	British Literature I	3	0.5	03220300	English III English IV	
				03220400		
ENGL 2323	British Literature II	3	0.5	03220300	English III English IV	
				03220400		
GOVT 2305	Federal Government	3	0.5	03330100	United States Government or Social Studies Advanced Studies	
				03380001		
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	

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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 03101100 0310250X	Algebra II Pre-Cal 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 0310250X	Pre-Calculus Independent Studies in Math	
MATH 2413	Calculus I	3	0.5	0310250X 03101100	Independent Studies in Math HS Pre-Cal	
MATH 2414	Calculus II	3	0.5	0310250X 03101100	Independent Studies in Math 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 Electrocardiogram (National Health Care Association)
MDCA 1352	Medical Assistant Laboratory Procedure	3	2	13020500	Practicum in Health Science CMA	PCT - Level 1 Certificate Certified Clinical Medical Assistant (National Health Association)
MUSI 1306	Music Appreciation	3	0.5	3155600	Music Appreciation I/Music Studies	
NURA 1160	Nurse Aide for Health Care	1	3	13020505	Extended Practicum in Health Science CNA	PCT - Level 1 Certificate Certified Nurse Assistant Must take all 3 NURA courses (Prometric)
NURA 1307	Body Systems	3	3	13020505	Extended Practicum in Health Science CNA	PCT - Level 1 Certificate Certified Nurse Assistant 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 Certified Nurse Assistant 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 Phlebotomy (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	

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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 13009900	Public Speaking 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	SWTX 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	SWTX 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	

Appendix C

Southwest Texas College and Sabinal Independent School District Technical Dual Credit Program Agreement 2025-2026

Purpose

The purpose of this Technical Dual Credit Program Agreement is to disclose all costs, contract fees, and the proposed courses thereby sustaining a transparent and mutually beneficial partnership between Sabinal Independent School District and Southwest Texas 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 College courses in the following technical program areas for Sabinal Independent School District students:

1. Welding Technology

Parties

Southwest Texas College (hereafter SWTX)

Sabinal Independent School District (hereafter Sabinal ISD)

Period of the Technical Dual Credit Program Agreement

August 1, 2025 to July 31, 2026

Responsibilities of the Parties

The Parties agree to:

I. SWTX

- A. If no qualified high school instructor is available SWTX may provide an instructor for the contract period of one academic school year, approximately 180 days as determined by the Sabinal ISD official calendar. SWTX will provide the instructor at the cost agreed to by the Parties as documented in the Technical Dual Credit Program Agreement. If a cost is listed under Cost of Program, SWTX will apply a discount to that amount when Sabinal ISD is invoiced. The discount will be the amount of FAST eligible at \$55 per credit hour.
- B. Provide student evaluation and reporting as required by both Sabinal ISD and SWTX.

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 SWTX.
- 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 SWTX of any proposed changes to program offerings 6 months prior to the beginning of the next academic school year.
- G. Pay to SWTX all applicable program contract fees.

Appendix C

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 Technology, Construction Science, 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	\$113.00	N/A	\$113.00
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	\$40.00	\$20.00	N/A	\$60.00
MDCA 1210 & MDCA 1352	Clinical Certified Medical Assistant (CCMA)	National Healthcareer Association (NHA)	\$94.00	\$165.00	N/A	\$259.00
MDCA 1317	Certified EKG Technician (CET)	National Healthcareer Association (NHA)	\$84.00	\$129.00	\$13.00	\$226.00
NUPC 1320	Certified Patient Care Technician Assistant (CPCT/A)	National Healthcareer Association (NHA)	\$84.00	\$165.00	\$13.00	\$262.00
NURA 1401 & NURA 1307 & 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)	\$84.00	\$129.00	\$13.00	\$226.00
POFT 1309	Microsoft Office Specialist (MOS) - Outlook	Certiport by Pearson VUE	\$40.00	\$20.00	N/A	\$60.00
POFI 1349	Microsoft Office Specialist (MOS) - Excel	Certiport by Pearson VUE	\$40.00	\$20.00	N/A	\$60.00
POFI 2301	Microsoft Office Specialist (MOS) - Word	Certiport by Pearson VUE	\$40.00	\$20.00	N/A	\$60.00

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:**

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

Appendix C

11 th Fall	Welding I	WLDG 1428 - Intro to Shielded Metal Arc Welding WLDG 1430 - Gas Metal Arc Welding
11 th Spring	Welding I	WLDG 1313 - Intro to Blueprint Reading for Welders
12 th Fall	Welding II	WLDG 1457 - Intermediate Shield Metal Arc Welding WLDG 1317 - Intro to Layout and Fabrication
12 th Spring	Welding II	WLDG 1435 - Intro to Pipe Welding WLDG 1353 - Intermediate Layout and Fabrication

By signing on Page 11 of the 2025-2026 Dual Credit Partnership Agreement the Sabinal Independent School District Superintendent affirms that they understand their school district's responsibilities, 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 College and submitted to Sabinal Independent School District shortly after the start date of each course.

**2025-2026 Memorandum of Understanding
Between Southwest Texas College and the 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 College (hereinafter SWTX) 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 2025-2026 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 is a school with an approximate enrollment of ____ students who can earn both a high school diploma, industry-based certifications, Level I or Level II certificates, and/or 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 Pathways in Technology Early College High School 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 Pathways in Technology Early College High School and SWTX will function on the following principles:
 - a. A mutually beneficial arrangement between SWTX 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 Early College High School 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.

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- 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, SWTX, 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 (Director)

- a. Within the rules and guidelines established by TEA, the ISD and SWTX 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 SWTX 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 SWTX Vice President of Academic Affairs or designee on academic issues concerning the ISD and SWTX.
- d. Will annually evaluate and report findings of the P-TECH to the SWTX

President or designee.

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

3. The Pathways in Technology Early College High School Steering Committee (Statewide Goal 1)

- a. Will serve as an advisory committee to the ISD Superintendent and the SWTX 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, SWTX, 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 SWTX.
- c. Will be co-chaired by the ISD and SWTX. Chairs for the Steering Committee will be selected by the Superintendent of the ISD and the President of SWTX.
- 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 SWTX Boards of Trustees.

B. Awarding Credit for Courses

- 1. SWTX 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 SWTX Administration and Faculty for credit applying to an SWTX 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 SWTX 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 SWTX (Statewide Goals 3 & 4)
SWTX will:

- 1. Ensure that SWTX course requirements are followed, enabling a participating student to receive a high school diploma and either a Level I or II certificate,

or 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 SWTX for the P-TECH;
3. Coordinate with the P-TECH counselor to ensure that all SWTX 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, SWTX, 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 Director as appropriate and provide feedback to the supervisor of the Director; 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 SWTX, for example:
 - Support Services
 - Library
 - Tutoring
8. Provide security for P-TECH students, just as provided for any other SWTX student, when they attend courses on a SWTX 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 SWTX personnel.
10. To provide further alignment of the SWTX/ISD Dual Credit Program Goals with Statewide Goals 1-4:
 - a. The SWTX Office of Strategic Innovation & Research will provide disaggregated data to College and ISD officials on the enrollment and persistence of P-TECH students.
 - b. SWTX will continue to provide P-TECH students, in collaboration with ISD staff, academic and career advising and student success services.
 - c. The SWTX Office of Strategic Innovation & Research will provide data on student success in courses and SWTX programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTX courses taken for dual credit.

D. Duties of the ISD (Statewide Goal 1)

The ISD will:

1. Provide to the SWTX Dual Credit Department all course requests according to the following schedule of deadlines:

Fall term – 2nd Friday in May, noon

Spring term – 2nd Friday in November, noon

Summer terms – 2nd Friday in May, noon

Requests received from the ISD by SWTX 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 ISD funding for the P-TECH. The Pathways in Technology Early College High School 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 SWTX 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 SWTX 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 SWTX 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, SWTX 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 SWTX 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. Consistent with the updates in the Texas Administrative Code, Southwest Texas College will exempt non-degree-

seeking students from Dual Credit Eligibility College Readiness requirements until the student has earned 15 hours.

9. Will be a TSI testing site (where applicable)

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

E. Joint Duties (Statewide Goals 1 & 3)

1. The ISD and SWTX 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 SWTX hereby designate the Sabinal High School Counselor and the assigned SWTX Success Coach as the staff member responsible for providing college 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 SWTX. 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 SWTX shall provide opportunities for P-TECH teachers and higher education faculty to collaborate through planning, teaching, and professional development. 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) P-TECH and SWTX staff will collaborate to compel any dual credit student to file a degree plan with SWTX "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 SWTX degree plan, program, or pathway. A student will not be permitted to combine SWTX Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTX Registrar's Office receives official notice from an appropriate ISD official of the student's desire/intent. Such notice must be received by SWTX on or before the last SWTX 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. SWTX 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 SWTX faculty:
 - a. may be assigned to the P-TECH upon fulfilling their SWTX contractual teaching load.
 - b. will teach only college courses for dual credit.
2. SWTX Adjunct faculty:
 - a. may not exceed the number of courses allowable per semester under SWTX 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 SWTX administration as SWTX 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 SWTX administration in consultation with the ISD.

G. Classroom and Facilities

1. Through mutual agreement, SWTX 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 SWTX identification card for access to SWTX 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 P-TECH.

H. Tuition, Fees, and State Funding (Statewide Goal 1)

The following paragraphs clarify the roles and responsibilities of SWTX and the ISD for dual credit tuition, fees, and funding connected to the implementation of the Financial Aid for Swift Transfer program (FAST). The FAST program rules were adopted by the Texas Higher Education Coordinating Board and the Texas Education Agency in late 2023.

The FAST program provides funding to colleges and other public institutions so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines “educationally disadvantaged” as those students eligible for the national free/reduced-price lunch program. Students are “eligible students” under the FAST program if they (1) are enrolled in an eligible dual credit course at a public-school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. The FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. Therefore, a FAST-eligible student will not pay tuition and fees for an eligible dual credit course. Furthermore, books, supplies, and other course materials must be provided at no cost to a FAST-eligible student. Dual Credit courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate (using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8)
- A foreign language requirement at an institution of higher education
- A core curriculum requirement
- A field of study requirement

If the ISD does not provide the Instructor for the class a tuition rate of \$55 per credit hour will be charged by SWTX for dual credit students who are not FAST-eligible. SWTX may charge exam, materials, or instructional oversight fees connected to Technical dual credit classes as agreed to by both the ISD and SWTX.

In order to efficiently manage the FAST program requirements SWTX and the ISD agree to the following specific responsibilities:

SWTX Responsibilities

1. SWTX will verify FAST-eligible students and dual credit eligibility with the high school or ISD official for each student enrolling in the dual credit program.
2. SWTX will use the allotted FAST dollars to cover the tuition and fees at \$55.00 per semester credit hour, per course, per student enrolling into the dual credit program.
3. SWTX will collaborate with school officials to develop and provide information to students and parents about the FAST program and student eligibility.

ISD Responsibilities

1. The ISD will identify and verify to SWTX the students enrolling in the dual credit program who meet the eligibility requirements for the FAST program. A student is eligible to participate in the

FAST program and enroll in dual credit courses at no cost if the student meets all the following criteria:

- is enrolled in high school in a school district or charter school.
 - is enrolled in dual credit course at a participating institution of higher education.
 - was educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit course described by Subdivision (1)(B).
2. The ISD will be responsible for incurring any remaining educational costs for any eligible FAST student enrolled in the dual credit program. These costs may include course fees, lab fees, instructional oversight costs, course materials, textbooks, supplies, and credentialing fees.
 3. The ISD will collaborate with SWTX to develop and provide information to students and parents about the FAST program and student eligibility.

Lab materials and equipment costs for labs conducted at an ISD facility will be borne by the ISD. SWTX will bear lab materials and equipment costs for labs taught at an SWTX facility. The ISD will be responsible for indicating on the Payment Agreement which students the ISD will pay for by the date rosters are due. Each semester's Census Day (12th class day) Roster will constitute the official enrollment for a given class. SWTX invoices to the ISD are to be paid net 45 days from the date of the invoice.

When SWTX places an SWTX 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. If applicable, the requirements for a complete Technical Dual Credit Program(s) are provided in Appendix C.

I. Books and Supplemental Instructional Materials

1. Courses offered for dual credit will be identified as college-level courses. SWTX 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, SWTX 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 SWTX Code of Conduct.
3. Students enrolled in college courses for dual credit will comply with all policies of the ISD and the policies of SWTX including but not limited to residency and attendance

requirements of both SWTX and the ISD.

4. SWTX 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 SWTX 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, SWTX 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 SWTX 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 College. Accommodations are provided through the SWTX Disability Support Services (DSS) office. SWTX 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 SWTX DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTX 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 SWTX 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

SWTX will keep the P-TECH Principal/Director 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 SWTX Registrar by the published date and time for each semester. SWTX 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 SWTX 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 SWTX course grade data, SWTX faculty, administration, and staff will have no role in the development or implementing of the ISD weighting system.

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

To achieve ongoing enrollment at SWTX, P-TECH students must meet SWTX academic standards for coursework completed through the college. As outlined in the SWTX 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 SWTX 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 P-TECH Counselor to develop an academic improvement plan.

The student may appeal the Academic Suspension to the SWTX Vice-President of Academic Affairs, or to a designee, by submitting to the VP's Office the SWTX 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 SWTX 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 SWTX 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:

A	Excellent (90-100)	4 grade points
B	Good (80-89)	3 grade points
C	Average (70-79)	2 grade points
D	Passing (60-69)	1 grade point
F	Failure (59-Below)	0 grade points
Q	Failure based on attendance	0 grade points
I	(Conditional/Incomplete)	0 grade points
W	Withdrew	0 grade points
EW	Administrative withdrawal	0 grade points
NR	Not Reported by Instructor	0 grade points
CIP	Course in Progress	0 grade points
Z	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.swtxc.edu. Please note: Grading policies may vary depending on program. See individual programs in the SWTX catalog for specific information.

M. Instructional Calendar

SWTX 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 SWTX 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 SWTX.

O. Media and Public Relations

Media and public relations regarding the P-TECH will be managed according to ISD and SWTX protocols. The ISD, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize Southwest Texas 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, SWTX will indemnify the ISD against claims arising out of this Agreement that result from SWTX'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 SWTX 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, 2025 and terminating on July 31, 2026**. 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, SWTX and the ISD shall review this Agreement and may renew this Agreement on approval of SWTX 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 SWTX 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 a P-TECH program outlined in the *TEA Memorandum of Understanding: Guidance for Pathways in Technology Pathways in Technology 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 SWTX 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 SWTX 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 Pathways in Technology 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 College
Dr. Hector Gonzales, President
2401 Garner Field Road
Uvalde, Texas 78801

Sabinal Independent School District
Dr. Edgar Camacho, 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 SWTX 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 SWTX and the ISD. The ISD and SWTX shall work cooperatively to create reasonable precautions that provide for high school student safety when high school students are on a SWTX 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 SWTX 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 SWTX Dual Credit Department for approval prior to bringing the high school students to a SWTX campus for a dual credit class or other activity. When the high school students are on a SWTX campus for a dual credit class or for an activity the SWTX faculty or staff member assigned to that class or activity will chaperone the students for the scheduled duration of the class or activity. High School students currently enrolled in SWTX courses for dual credit who have completed 15 hours or more that wish to sign up for an out of town college tour arranged by SWTX will be considered on a case by case basis in consultation and cooperation with the respective school district official. If any high school student, instructor, employee of the ISD or administrator should experience an accident or sudden illness while on the premises of SWTX, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTX and ISD regulations. Upon mutual agreement, SWTX 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 - T E C H 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 College

By: _____ Date: _____

Sabinal Independent School District

By: _____ Date: _____