

**Second Amendment to Memorandum of Understanding Between
San Jacinto Community College District and Richard Milburn Academy for a
Dual Credit Provider Relationship**

This Second Amendment to Memorandum of Understanding (“Amendment”) between San Jacinto Community College District (“SJCCD”) and Richard Milburn Academy (“RMA”) is effective as of the date fully executed by both Parties (“Effective Date”). RMA and SJCCD are sometimes each referred to herein as a “Party” and collectively as, the Parties.

WHEREAS RMA and SJCCD entered into a Memorandum of Understanding (“MOU”) effective August 15, 2022.

SJCCD and RMA now desire to amend the terms of the Agreement as set forth below:

NOW, THEREFORE, in consideration of good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Section entitled “TERM OF AGREEMENT,” found on page 1 of the 2022 MOU, is hereby deleted and replaced in its entirety with the following:

TERM OF AGREEMENT

a. Term

The term of this MOU shall be from the Effective Date through December 1, 2026, unless renewed or earlier terminated as set forth herein.

b. Termination

This MOU may be terminated by either Party, with or without cause, upon one hundred and eighty (180) days’ prior written notice to the other Party. However, in the event of such termination, any RMA students taking SJCCD college courses for dual credit at the time this MOU is effectively terminated will be allowed to complete those courses notwithstanding the termination of this MOU.

2. The Amendment embodies the entire agreement between SJCCD and RMA with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this amendment shall control and govern.
3. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being simply to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

4. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute one and the same instrument:

SAN JACINTO COMMUNITY COLLEGE DISTRICT:

By: _____ Date: 12/2/2025

Dr. Brenda Hellyer, **Chancellor**

RICHARD MILBURN ACADEMY:

By: _____ Date: 02-09-2026

Superintendent