



**Memorandum of Understanding  
2023-2024 Academic Year  
College Preparatory Mathematics and English Language Arts Courses (HB 5)**

Tyler Junior College, a public junior college authorized under the laws of the State of Texas (herein called "The College" or "TJC") and Alba-Golden Independent School District (herein called the "School District" or "High School") enter the following contract for the 2023-2024 academic school year. The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses ("Program") in Mathematics and English Language Arts ("ELAR") for high school students who have not demonstrated college readiness.

1. **SCOPE OF SERVICES:** In accordance with the 83<sup>rd</sup> Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code ("TEC") 28.014, the School District shall collaborate with TJC to develop and provide courses in college preparatory mathematics and English language arts. The College Preparatory Courses must be designed:
  - A. For students at the 12<sup>th</sup> grade level whose performance on:
    - i. an end-of-course assessment instrument does not meet college readiness standards; or
    - ii. coursework, a college entrance examination, or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
  - B. To prepare students for success in entry-level college courses.

TJC and the School District agree to collaborate with the TSI Department Chair to develop and maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. TJC and the School District will meet regularly, at least one time per year, to maintain the integrity and evaluate the effectiveness of the Program.

2. **TERMS:** Subject to any annual approvals that may be required by law, by the Texas Education Agency ("TEA"), or by the Texas Higher Education Coordinating Board ("THECB"), the term of this MOU shall commence upon the date that the last of the Parties has signed this MOU ("Commencement Date") and will end on August 31, 2022. Notwithstanding the foregoing, the Parties acknowledge and agree that a condition precedent to a party's signing the MOU is approval of the MOU by that party's governing board. The parties may enter into this agreement on an annual basis.
3. **COURSE DEVELOPMENT/CURRICULUM:** The College Preparatory Courses will be developed by TJC and the School District. Academic representatives of TJC and the School District will agree on the alignment of College Preparatory Courses' outcomes and school curriculum, including but not limited to length of the College Preparatory Courses. Alignment will be consistent with the College and Career Readiness Standards ("CCRS"), which are incorporated into the Texas Essential Knowledge and Skills ("TEKS").
  - A. The College will provide a curriculum framework and final exam.
  - B. Students enrolled in College Preparatory Courses will not earn college credit for the courses. TJC will designate personnel to monitor the quality of instruction in order to ensure compliance with this MOU.
  - C. The School District will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.
  - D. The TSI Assessment will be administered to all students enrolled in the College Preparatory Courses.
4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION:** The School District will assign highly qualified faculty for each high school offering the College Preparatory Courses. Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate TJC faculty to ensure that each course is aligned with the Program's expectations.
5. **LOCATION OF CLASSES:** College Preparatory Courses governed through this MOU will be held on the high school campus of the signing School District.
6. **PARENTAL INVOLVEMENT AND OUTREACH:** The School District shall provide a notice to each district student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Courses. School District personnel, counselors, and administrators will be responsible for all communication with parents. TJC personnel will not be expected to communicate with parents.

College Preparatory English/Language Arts \_\_CPELA\_\_(CP110100)\_\_\_\_\_

College Preparatory Mathematics \_\_CPMAT\_\_(CP111200)\_\_\_\_\_

For Texas College Bridge, use the above codes and send the completion certificate.

13. **AMENDMENTS/REVISIONS:** This MOU may only be amended by mutual written agreement of the parties.
14. **NOTICE:** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing.
15. **TERMINATION:** TJC and the School District reserve the right to terminate this MOU upon service of written notice to the other party ninety (90) days prior to the day of termination. In this event, the date of termination will be the day after the end of the semester during which the ninety (90) day period expires.

All notices, demands, or requests to TJC shall be given or mailed to:

Dr. Juan Mejía, President  
Tyler Junior College  
P. O. Box 9020  
Tyler, TX 75711

All notices, demands, or requests to School District shall be given or mailed to the superintendent.

16. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITY HAS BY LAW OR EQUITY.
17. **VENUE; GOVERNING LAW:** Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
18. **PUBLIC INFORMATION:** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
19. **CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS; PRESS RELEASES; PUBLIC INFORMATION:** Under this agreement the School District may create, receive from or on behalf of TJC, or have access to records or record systems (collectively, "TJC Records"). Among other things, TJC Records may contain data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (ITEPA), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA).
  - If TJC records are subject to FERPA:
    - a. TJC and the School District will designate appropriate representatives with an official educational interest to share educational data on behalf of the schools, and
    - b. the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records may result disciplinary action up to the School District's exclusion from eligibility to contract with TJC.

The School District represents, warrants, and agrees that it will:

- a. hold TJC records in strict confidence and will not use or disclose TJC records except as

24. **TOBACCO FREE POLICY:** TJC provides a friendly, tobacco-free environment at all of its sites and satellite facilities. Prohibitions: Tyler Junior College provides a friendly, smoke-free and vapor-free environment at all of its campuses and satellite facilities. All parties agree to fully comply with Tyler Junior College's no smoking policy and to ensure compliance of same by all employees or students or anyone else performing under this Agreement on its behalf. TJC is an alcohol, drug, tobacco, and vapor-free zone. These items are prohibited on the campus and satellite facilities.

25. **WEAPONS POLICY:** Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.

A license holder is prohibited from carrying a concealed handgun on Tyler Junior College campus premises where prohibited by law and where prohibited by TJC policy.

Firearms: Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises, satellite facilities, or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Contact 911 for emergencies. Campus Police can be contacted at 903 510-2222 for non-emergencies.

[https://www.tjc.edu/downloads/file/1045/concealed handguns on campus policy](https://www.tjc.edu/downloads/file/1045/concealed%20handguns%20on%20campus%20policy)

26. **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND TJC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

27. **INDEPENDENT CONTRACTOR:** School District and TJC recognizes and agrees that it is engaged as an independent contractor and acknowledges that TJC has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. School District in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee, or agent of TJC, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of TJC, including unemployment insurance benefits, social security coverage or retirement benefits. School District agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws. All of School District employees providing this service to TJC will be deemed employees solely of School District and will not be deemed for any purpose whatsoever employees or agents of, acting for or on behalf of TJC. No acts performed or representations, whether oral or written, made by School District with respect to third parties will be binding upon TJC nor will same create any liability on the part of TJC.

or a course that satisfies specific degree plan requirements leading to the completion of a Board approved certificate, AA, AS, AAS degree program, FOSC or POSC.

2. **PROVISION OF ELIGIBLE COURSES:** The school district will provide all courses for high school only credit. The College will provide dual credit courses which have been approved by TJC and the District. Provided courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the college level. All courses offered for dual credit must meet requirements outlined in RULE §4.85 related to dual credit requirements of Texas Administrative Code. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses. Academic dual credit courses will be applicable to the pursuance of a baccalaureate degree.
3. **STUDENT ELIGIBILITY:** A student is eligible to participate in dual credit courses within their declared major only upon meeting the minimum passing scores on the assessment instruments as listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, §4.85. No student may be permitted to take a dual credit course who does not meet the eligibility requirements outlined in §4.85. The School District will provide information to TJC to verify student eligibility to enroll in dual credit courses.
  - a. Tyler Junior College may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
  - b. An institution of higher education is not required, under the provisions of this section, to offer dual credit courses for high school students.
  - c. All dual credit students must be fully enrolled by the first day of classes for each term.
4. **STUDENT COMPOSITION OF CLASS:** Dual credit courses may be comprised of dual credit students only or of dual credit and college credit students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions outlined in the TAC, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed below:
  - a. 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.
  - b. If the high school credit-only students are College Board Advanced Placement students. (ACGM and WECM student learning outcomes for the College course will supersede additional content required for College Board advanced placement exams.)
  - c. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits.Prior to the School District enrolling non-dual credit high school students in a dual credit course, the School District must submit an annual *Course Exception Report Memorandum* following the procedures in the *TJC Dual Credit and ECHS Procedures Manual* for approval.
5. **DEGREE PLAN AND DEFINED SEQUENCE OF COURSES:** The College will approve courses toward Associate of Arts, Associate of Science, and Associate of Applied Science degrees and Certificates in which dual credit students may enroll. Selected degrees and course descriptions may be found in the TJC Catalog. According to TAC Title 19, Part 1, Chapter 4, Subchapter T, students must file a degree plan after completing 15 or more semester credit hours.
6. **COURSES OF STUDY AND CURRICULUM:** TJC and the District shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete college credits toward the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC Title 19, Part 1, Ch. 4, Subch. B, Rule 4.28), foreign languages or workforce/career certificates and/or degrees during grades 9-12. Selected courses must be from the high school endorsement and declared degree plan, as indicated in the Academic and Technical Crosswalks (Addendum 3, Addendum 4).
  - a. The DISTRICT will provide students with academic, social, and student support services in the high school course of study.
  - b. The DISTRICT is responsible for ensuring that state course requirements for high school graduation are fulfilled.
  - c. The DISTRICT will provide students access to instructional materials on or before the first-class day according to the College academic calendar.
  - d. The College will provide students with academic and student support services for the college-level course of study.

- e. The College shall ensure that curricula offered for college credit and comparable courses offered by the College are equivalent with respect to the curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. (TAC Title 19, Part 1, Ch. 4, Subch. G, Rule 4.157)
- f. The College will regularly update the DISTRICT counselor and principal regarding College curricular changes.

**7. COLLEGE COURSES:**

- a. Dual credit courses under the governance and assessment of TJC are college level classes in curricula, content, rigor, grading and weighting, and instruction during the College term, which may provide both college transcript credit and high school credit.
- b. Dual credit courses must follow the TJC departments' established syllabi, as well as the grading/weighting of assignments, exams, labs and projects to maintain the academic integrity and rigor of the college course.
- c. The School District may not impose additional curricular requirements on the college class or the instructor of record for the college course.
- d. Dual credit courses use the College's approved learning management system and gradebook. The gradebook must be kept up to date weekly for students to maintain awareness of status in the course.
- e. All evaluations and observations of TJC College classes and dual credit professors must be completed by a TJC department chair or faculty member designated by the department chair. School District evaluations taking place cannot change the college curriculum, rigor, grading, weighting or pedagogy.

**8. COURSE COMPLIANCE:** Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the standards established by TJC. Regardless of location, dual credit courses will be equivalent in all aspects. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Coursework is expected to be college level and not include additional high school assignments or projects. All final decisions regarding course rigor, expectations and curriculum will be made by the College. Courses must meet for the required number of contact hours in order to meet State requirements. Contact hours for each course are provided in the *Dual Credit/ECHS Procedures Manual*, available in the shared One Drive. All college-level courses will follow the required course maximum enrollment caps as indicated by the department chair governing the course.

**9. TRANSCRIPTION OF CREDIT:** The College and the School District will transcript dual credit courses for both college credit and high school credit, respectively, immediately upon student completion of the performance required in each course and the professor entering grades by the submission deadline.

**10. ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The School District shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Education Code, Title 2, Subtitle H, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state. In addition, The School District must administer the Texas Success Initiative (TSI) college placement exam beginning with (9<sup>th</sup>) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able to do so. No student may be allowed to take a dual credit course unless they meet all eligibility requirements outlined in the student eligibility section of this MOU.

**E. FACULTY**

**1. PROVISION OF FACULTY:** The District will provide instructors and staff for high school credit-only courses conducted at the District. At its discretion, the College will provide instructors, either a high school faculty member who meets TJC credentialing and hiring standards or a TJC faculty member, for all authorized dual-credit courses, provided each class meets the minimum (10) and maximum allotments as indicated in the *Dual Credit and ECHS Procedures Manual*. Internet sections may be paired with other TJC sections in order to provide the course and faculty. Once the term has begun, SCHOOL DISTRICT faculty employed by TJC to teach a dual enrollment or ECHS section may not be reassigned by the high school without prior approval of the academic dean governing the course. Specific faculty may neither be promised by TJC nor requested by the SCHOOL DISTRICT.

2. **HIRING AND SELECTION OF FACULTY:** The College shall select and/or approve instructors of all college-level curricula offered for college credit in an Off-Campus Instructional Site. These instructors must be regularly employed faculty members of the College or meet the same standards indicated in the TJC Board Policy Manual (DBA-Regulation). For employees of the School District, faculty teaching dual credit courses must complete the hiring process at TJC in addition to being hired by the School District. A criminal background check must be provided for all professors as required by Texas Government Code Chapter 411. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156) TRS benefits for full-time faculty will be provided by the full-time employment institution.
3. **SUPERVISION AND EVALUATION OF FACULTY:** The School District will be responsible for the evaluation, assessment, and approval of teachers and staff for high school credit-only courses. The College shall supervise and evaluate instructors of college-level curricula offered for college credit using the same or comparable procedures used for faculty at the College. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156)
4. **GOVERNANCE:** Faculty of the College are responsible to the College. Faculty of the School District teaching dual credit courses are responsible to both the College and the School District as follows:
  - a. The College governs the curriculum, content, rigor, textbook, resources, grading/weighting, instruction, and evaluation of college-level teaching.
  - b. The School District governs all non-academic and School District aspects of employment for faculty employed by the District.
  - c. Faculty of college credit courses are required to follow the departmentally established syllabi, timelines and weighting of course assignments/ testing/labs to maintain the integrity of college courses. Dual credit faculty must attend College Department meetings as required by the Department Chair.
5. **HUMAN RESOURCES:** The School District will collaborate with the College to ensure that all School District Faculty applying to teach dual credit courses meet the credential requirements as stated in the College's Board Policy Manual (DBA-Regulation). The School District is required to agree to full information sharing in the event of an investigation of a personnel matter regarding Dual credit Faculty.
  - a. Academic complaints or grievances against any Dual credit faculty member should follow the TJC Grievance policy in the TJC Board Policy Manual (FLDB-Regulation).
  - b. Complaints or concerns against or proposed removals of dual credit faculty teaching a College course are required to be reported to the Director of School Partnerships as well as the appropriate Department Chair, Dean, and the College's Office of Human Resources to the attention of Human Resources Director of Employee Relations, Governance and Compliance for investigation (DL-Regulation).
  - c. The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy (DIAA-Legal), Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
  - d. TJC will investigate all complaints or concerns that arise in dual credit courses. The College and the School District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter. Ownership of the Title IX investigation will depend on the location in which the incident occurred.
  - e. Reassignment of dual credit faculty for dual credit courses currently being offered, should not impede the progress of the course and should occur only under extreme circumstances with advanced approval from TJC. As the credit granting authority of the college course, TJC retains the right to approve, reassign, and/or end association with credentialed faculty teaching its courses.
  - f. Any termination or suspension of employment with the School District will automatically cause termination or suspension from the College.
  - g. TJC reserves the right to end association with any dual credit professor employed by the School District who refuses to abide by TJC departmental and College standards, who continues to exhibit poor performance, receives poor evaluations, and/or violates TJC Board Policy, processes and/or procedures, including, but not limited to DH (Local).
  - h. TJC acknowledges and understands that nothing in this MOU is intended to give TJC any authority to employ or release any employee of the School District from the School District, and that any decisions regarding the employment of School District employees may only be made by, and are at the sole discretion of the School District.

6. **PROFESSIONAL DEVELOPMENT FOR DUAL CREDIT FACULTY:** The DISTRICT and TJC shall provide opportunities for dual credit faculty and higher education faculty to collaborate through planning, teaching, and professional development. The DISTRICT will provide common planning time for dual credit instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty. The College requires all dual credit Faculty to complete professional development requirements of Adjunct Faculty in compliance with Board Policy (DK-Regulation). Additionally, dual credit Faculty employed by the School District may be provided by TJC:
  - a. A full-time TJC Faculty mentor to assist with College procedures and standards.
  - b. Annual dual credit professional development sessions.
  - c. Student success data and end of course evaluations in order to improve instructional quality.
  
7. **RESPONSIBILITIES OF FACULTY:** All Full-time, adjunct, dual credit faculty must follow the job description and requirements of TJC faculty as designated in TJC Faculty Handbook, including, but not limited to the following aspects:
  - a. **ENROLLMENT REPORTING, VERIFICATION AND ATTENDANCE:** All full-time, adjunct, dual-credit faculty are required to report enrollment according to the TJC Academic Calendar deadline. Enrollment reporting completes verification of rosters for the College. Only students on the College roster will receive college credit for the course. Faculty must verify rosters between the High School and the College. Dual credit faculty must keep accurate records of attendance, including last date of attendance for students who receive a grade of F.
  
  - b. **INSTRUCTION:** All instruction in the TJC dual credit course will be at a college-level of curriculum, content and rigor and will meet the expectations of the department chair and academic dean. Faculty are required to meet with the department chair to obtain materials, resources, expectations and guidance regarding instruction. Additionally, college-level instruction must meet the learning outcomes as delineated in the Academic Course Guide Manual (ACGM) or Workforce Education Course Manual (WECM).
  
  - c. **GRADEBOOKS:** Faculty are required to maintain college credit grades in the current gradebook system of the College. Faculty are required to complete TJC's online or face to face gradebook training before classes begin. All full time and adjunct faculty are required to maintain and update accurate grades, on a weekly basis, using the grading rubric set by the specific TJC department. Faculty are required to deliver final grades according to the TJC Academic Calendar.
  
  - d. **GRADE REPORTING:** All full-time, adjunct, and dual credit faculty are required to report final semester grades according to the TJC Academic Calendar. TJC Faculty are not required to report 6-week or 9-week grades to the District. Faculty must maintain letter and numeric grading for the College and the DISTRICT, respectively. Numeric grades will follow the grading metric outlined in the specific course syllabus.
  
  - e. **ASSESSMENT REPORTING:** Faculty are required to administer and evaluate student assessment materials, both general education and department level, as well as collect and report data to the respective Department Chair.
  
  - f. **SUBSTITUTE TEACHERS:** In the event that a substitute teacher is needed for more than three consecutive class days, a college credentialed instructor must be provided, according to TJC accreditation requirements. A traditional high school teacher or substitute is not qualified to present college-level material to students.
  
  - g. **SICK LEAVE:** Faculty requiring an absence due to illness should prepare a college-level assignment/project for students to complete in place of a face-to-face class. The assignment should be equivalent in length to a traditional class time. In the event that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a semester involves a SCHOOL DISTRICT employee who teaches TJC dual credit, the faculty member or School District are responsible for informing the appropriate department chair or dean within 24 hours. The steps below must be followed:
    - a. A faculty member who knows of an impending extended leave shall inform the appropriate department chair or academic dean prior to the start of the upcoming term, so that appropriate arrangements may be made.
    - b. A faculty member who knows of an impending leave after the term has begun shall work with the appropriate department chair to find a qualified substitute teacher or

method of instruction.

- c. In the event that the faculty is unable to request a long-term substitute, the SCHOOL DISTRICT is responsible for contacting TJC to request a long-term substitute.

**F. GRADING PERIODS AND POLICIES:** Semester grades and grading policies are outlined in each professor's course syllabus, which meets the requirements of section III.D.6 of this agreement, and posted in the online learning management system as well as on the College website. Dual credit students will be informed by the course instructor regarding academic progress/grade status prior to the Last Day to Drop/Withdraw deadline at the College. Students should speak with the course instructor, request support services, including tutoring, prior to withdrawal from the college course. Dual credit students struggling to maintain a passing grade should weigh the pros and cons of withdrawing from the class. Withdrawal from the college course does not result in a withdrawal from the high school course. District personnel are responsible for advising dual credit students concerning academic progress in the high school component of the program. The School District may request a grade report from students, if necessary.

1. **ACADEMIC INTEGRITY AND HONESTY:** All TJC students are expected to do their own work. Plagiarism and/or cheating will not be tolerated and may result in the student being dropped from and/or failing the class. Any student who plagiarizes (claims someone else's work or ideas as their own), commits an act of cheating, colludes in acts of cheating or collaborates on material not intended for collaboration will receive academic disciplinary action according to the professor's syllabus and in accordance with the TJC Student Code of Conduct. Utilizing one's own previous work in a different course, without citation and permission from the current professor, may result in "self-plagiarism" which is also a form of academic dishonesty. Students are responsible for reading and adhering to TJC policies regarding academic integrity, cheating and plagiarism.
2. **FINAL GRADE REPORTS:** All grade reports for students will be produced and disseminated electronically through the student portal of TJC following the end of TJC's academic semester. Semester and cumulative GPAs will be reflected on grade reports. It is the responsibility of the College Registrar to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met. Grade reports to the School Districts will occur within one week of the end of the semester.
3. **WEIGHTING, GPA, AND ACADEMIC STANDING:** The DISTRICT shall follow School District policy as to the weighting system of college grades for the dual credit student's final high school grade point average (GPA). Dual credit students are expected to meet academic standards for coursework completed through TJC as defined in the TJC Catalog. Dual credit students placed on Academic Probation may enroll in summer and short-term sessions at their own personal cost for the purpose of raising their cumulative GPA to the level required for Good Standing. Please note: 3- and 4-week terms are instructed at a very accelerated pace and this learning method might not be best for all students.
4. **DEGREE GPA:** The College District degree grade point average (DGPA) will consist of the total coursework counted toward degree eligibility at the College District, excluding courses below the 1000 level. The total number of grade points earned in college-level courses will be divided by the number of semester hours of college-level courses attempted. This GPA will be used for graduation eligibility only.
5. **GRADING METRIC:** TJC utilizes the following grading policy, and provides final grades to the School District. Faculty will maintain letter and numeric grades for use by the College and the DISTRICT, respectively. Numeric grades will follow the grading metric outlined in the specific course syllabus.
  - A 4 grade points per semester hour, an EXCELLENT performance
  - B 3 grade points per semester hour, a GOOD performance
  - C 2 grade points per semester hour, a FAIR performance
  - D 1 grade point per semester hour, a POOR performance, but a passing grade
  - F 0 grade points per semester hour, a FAILING grade
  - I 0 grade points, INCOMPLETE due to illness, unavoidable circumstances, or medical necessity must be completed within 30 calendar days after the beginning of the following long semester (Fall/Spring), or grade will be F
  - W 0 grade points, WITHDRAWN from course without failing, prior to the drop deadline. Drop deadlines are posted in the academic calendar for long semesters, 8- week, 12-week and summer terms.
  - CR Credit by Examination or Advanced Placement; Credit by Articulation Agreement



WL Means a "good cause drop." A "D" after a letter grade denotes a development course grade. A "T" after the letter grade denotes a transfer course grade.

6. UIL ELIGIBILITY: As the College does not provide six (6) week or nine (9) week grades, the College recommends that the high school review the UIL and TEA rules regarding eligibility of students enrolled in dual credit courses.

#### **G. STUDENT ENROLLMENT AND ACADEMIC POLICIES:**

1. ENROLLMENT PROCESS: The College will assist with enrollment for all dual credit students eligible for dual credit courses. Dual credit students must follow the College's Admissions, Advising, and Registration requirements as stated in the TJC Catalog, the TJC Dual Credit and ECHS Procedures Manual, and guidelines found on the TJC Dual Credit and Early College website.
2. CONTINUED ENROLLMENT: Continued enrollment in dual credit courses is contingent upon the following:
  - a. A dual credit student will maintain academic standards for coursework completed through TJC according to the TJC Catalog.
  - b. A dual credit student who is indebted to TJC for any reason will not be allowed to register until all financial obligations due to the College are cleared.
  - c. Academic Honesty and Integrity must be maintained in all courses, in order to continue in the dual credit programs.
3. COURSE OFFERINGS: The DISTRICT administrator's office and counseling center, working with the College's Office of School Partnerships, will maintain a schedule of courses that will be offered to annually for planning and advising and will share information regarding student enrollment.
4. STUDENT ATTENDANCE POLICIES: Dual credit students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between the DISTRICT, the College and the Texas Higher Education Coordinating Board (THECB). Students absent from TJC classes due to competitive athletic events and/or competitive academic extracurricular high school activities abide by the same policies as all other TJC students in giving prior notice to the professor and submitting or completing assignments before the absence. TJC Student Handbook
5. STUDENT CONDUCT: Dual credit students will be required to adhere to the regulations of the College regarding facilities and equipment usage, TJC and School District codes of conduct and policies, and are subject to appropriate action taken by the School District and the College. TJC Student Handbook
6. STUDENT COMPLAINTS: Student Grievance or complaint procedures for handling student complaints, regarding the college course, are applicable to all students including those enrolled in dual credit courses. Dual credit students with complaints shall follow the procedures as stated in the Student Grievance or Complaint Procedures as published in the College Student Handbook.
7. WITHDRAWAL FROM DUAL CREDIT: Students withdrawing from a dual credit course must submit a Registration Change Form in order to be dropped from all college courses.

#### **H. STUDENT SUPPORT, TEXTS AND RESOURCES**

1. SERVICES FOR STUDENTS: All TJC students, including dual credit students, have access to all forms of student support services. Programs and activities that may be used by dual credit students include:

##### **Main Campus**

•Academic Advising •Academic Success Coaching (QEP) •Apache Access •Apache Alerts and the Immediate Notification System •Career Planning •Technical Assistance Center (walk-in) •IT Service Desk (903-510-3269) •Counseling •Degree Works •Disability Services •Google Apps •Office 365 •Canvas •Resources for Online students •Testing Services •Tutoring •Vaughn Library/Learning Resource Center •Veteran's Affairs

## **Student Programs and Activities**

•Athletic Events •Honor Societies •Ornelas Health and Physical Education Center

## **Dual Credit Site**

•Academic Success Coaching •Apache Access •Apache Alerts and the Immediate Notification System •Apache Access Password Reset (tjc.edu/it) •Degree Works •Distance Education Resources •Google Apps •Office 365 •Canvas •Tutoring •Vaughn Library/Learning Resources

2. **ADVISING:** The College and School District shall offer comprehensive college advising services for all dual credit students consisting of group advising using Degree Works, face-to-face or online advising with the College's advisor, DC Coordinator, and HS Counselor. The College will provide academic and workforce advising consistent with the policies of the Office of Academic Advising. Common advising strategies and terminology will be outlined in the *Dual Credit and ECHS Procedures Manual*.  
  
Interpretation of test scores, selection of a major, development of an educational plan, selection of courses and interpretation of TJC course transferability and progress from an associate's degree to a bachelor's degree at a university are offered in collaboration between the DISTRICT and TJC. An official degree audit is performed by the Office of the Registrar.
3. **DISABILITY SERVICES:** The College and the School District will adhere to the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. **Accommodations for a dual credit student will be reviewed after the student has requested accommodations through his/her Apache Access (Campus Life, Support Services, Request Accommodations) then meets with the Office of Disability Services and provides the appropriate documentation.** The Director of Disability Services or College designee may coordinate class accommodations with the College faculty pending the outcome of discussing the request and needs with the student. Post-secondary requirements and accommodations may differ greatly from K-12. Dual credit courses **MUST** follow the post-secondary requirements and accommodations.
4. **TUTORING:** The College provides free tutoring to all TJC students in a face-to-face and online format. All tutors have been trained and are eager to help students succeed in college. To schedule an appointment, call 903-510-2577. The Apache Tutoring Center is located on the 2<sup>nd</sup> floor of the Vaughn Library. The Apache Tutoring Center also offers interactive student workshops on becoming better writers, readers, and college students through improving their study habits.
5. **BOOKS, DIGITAL RESOURCES AND SUPPLEMENTAL MATERIALS:** The School District must indicate on the Tuition and Fee Agreement who will provide textbooks (printed or digital resources), for students taking dual credit courses on or before the first day of class. The College approves and updates textbooks as indicated in TJC Board Policy CFE (Regulation). The following procedures must be strictly observed:
  - a. The College Office of School Partnerships must provide the School District a list of approved textbooks, digital resources and supplemental materials for the following academic year by May 1.
  - b. Students attending classes on the College campus or via internet must have the current text and materials as required for all TJC students enrolled in the course.
  - c. Textbooks and materials purchased by the DISTRICT for college courses on the DISTRICT campus may be used for a period of up to three (3) years from the date of purchase if bought in the first year of the approved cycle. If the text is not purchased in the first year of the three-year cycle, the textbook will be approved for the remaining years of the cycle.
  - d. In some cases, there is an annual or two-year cycle. It is the School District's responsibility to verify the textbook being ordered is the most recently approved text. Verification is made through the appropriate Department Chair.
  - e. In limited circumstances, School Districts may request an alternate text of equal or greater rigor, provided they complete and receive approval using the Alternate Textbook Request Form according to the procedures in the *TJC Dual Credit and ECHS Procedures Manual* by May 31 prior to the new academic year.
  - f. Digital Resources or Inclusive Access fees attached to the student registration may be invoiced separately to the School District or charged to the student. These fees are listed as "Course Content Fees" on the student bill or district invoice.

- g. In alignment with State expectations, TJC programs may utilize low-cost open educational resources as approved by the specific department chair.

**I. FACILITIES AND TEACHING ENVIRONMENT:** Early College courses included in this Memorandum will be taught on the School District's campus, the TJC campus, or by distance education. For Early College courses taught exclusively to high school students on the high school campus and for Early College courses taught electronically, Tyler Junior College shall comply with applicable rules and procedures for offering courses at a distance as related 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*.

1. **DISTRICT FACILITIES:** The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
  - a. The School District will ensure that College faculty and dual credit students have appropriate access to all available instructional resources and essential technology;
  - b. The School District shall permit access to the College's electronic learning resources when the course is taught at the School District;
  - c. The School District shall meet the required safety standards and have material/equipment that comply with College science or workforce program requirements; and
  - d. The School District shall maintain all requirements for approval as an Off-Campus Instructional Site, as required for accreditation by SACSCOC.
2. **TEACHING ENVIRONMENTS:** The School District will ensure that the classroom environment is conducive to college-level learning by:
  - a. Designating a classroom for the college dual credit classes, including posting the TJC Dual Credit Classroom sign on the door of the classroom and Student Services information in the classroom.
  - b. Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities or making announcements except for emergencies.
  - c. Meeting each course for the appropriate number of college contact hours. Contact hours for each course are provided in the *Dual Credit and ECHS Procedures Manual*.

**J. FUNDING, TUITION AND FEES, INVOICING, OTHER COSTS**

1. **FUNDING AND AVERAGE DAILY ATTENDANCE (ADA):** State funding for college courses offered for dual credit will be available to both the School District and TJC based on current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
2. **TUITION AND FEES:** The College charges a flat tuition rate for dual credit courses and certain courses contain **course content fees** which are digital textbooks or resources. This rate may be paid by the School District, the student, or both. The School District will be provided a *Tuition and Fee Agreement* form on which to indicate payment terms. If the School District does not indicate preference on the *Tuition and Fee Agreement*, the College will assume that the School District pays all tuition and appropriate fees. The College does not waive tuition and fees for courses that have already been successfully completed (repeat courses). The student assumes responsibility for full tuition and fees for repeated coursework. A signed *Tuition and Fee Agreement* is required prior to the offering of dual credit courses at a high school.
3. **INVOICING-** The College will invoice the School District that sponsors the student for applicable charges as indicated on the *Tuition and Fee agreement*.
4. **LATE REGISTRATION FEE:** A fee of \$100 per class will be assessed for each student enrolled after the College's first day of classes when it is determined that the student or school district was responsible for not meeting the deadline.
5. **FACULTY COSTS:** The School District will assume responsibility for payment of full and part-time School District instructors. The School District assumes responsibility for reasonable and documented expenses incurred by high school faculty.

When the College provides a professor either online or on the high school campus, TJC will invoice the School District and the School District will reimburse TJC for the professor's cost and

mileage from the TJC campus location to the location of the School District site. The mileage reimbursement rate is equivalent to the Internal Revenue Service mileage rate in effect at the time of travel. The standard overload rate for academic faculty is \$700 per lecture credit hour.

- 3-credit course is invoiced at \$2,100 per section
- 4-credit course is invoiced at \$2,800 per section
- 5-credit course is invoiced at \$3,500 per section

#### **K. TRANSPORTATION AND SAFETY**

1. **TRANSPORTATION:** The School District will provide all transportation (school bus) to students enrolled at the DISTRICT as required, deemed necessary, and appropriate under State law and School District rules and procedures.
2. **SAFETY:** If any high school student, professor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the regulations of the College as well as any other agreements between the two entities. Likewise, if any high school student, professor, or administrator should experience an accident or sudden illness while on the premises of the School District, the response to such incidents will be based upon the regulations of the School District.

#### **L. CONFIDENTIALITY, STUDENT RECORDS AND DATA SHARING:**

1. **FERPA:** In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational 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 series FL.

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under §99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review and education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data. (TJC and FERPA)

2. **CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS:** Under this agreement the School District may create, receive from or on behalf of TJC, or have access to records or record systems (collectively, "TJC Records"). Among other things, TJC Records may contain data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (ITEPA), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (**FERPA**).

If TJC records are subject to FERPA:

- a. TJC and the School District will designate appropriate representatives with an official educational interest to share educational data on behalf of the schools, and
- b. the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records may result disciplinary action up to the School District's exclusion from eligibility to contract with TJC.

The School District represents, warrants, and agrees that it will:

- a. hold TJC records in strict confidence and will not use or disclose TJC records except as
  - i. permitted or required by this Memorandum of Understanding (MOU),
  - ii. required by applicable laws, or
  - iii. otherwise authorized by TJC in writing;
- b. safeguard TJC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information;
- c. continually monitor its operations and take any action necessary to assure that TJC records are safeguarded and the confidentiality of TJC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement;

- d. comply with TJC's rules, policies, and procedures regarding access to and use of TJC's computer systems. At the request of TJC, the School District agrees to provide TJC with a written summary of the procedures used to safeguard and maintain the confidentiality of TJC records.
3. **PUBLIC INFORMATION:** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.
4. **NOTICE OF IMPERMISSIBLE USE:** If an impermissible use or disclosure of any TJC records occurs, the School District will provide written notice to TJC within one (1) business day after the School District's discovery of that use or disclosure. The School District will promptly provide TJC with all information requested by TJC regarding the impermissible use or disclosure.
5. **RETURN OF TJC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Memorandum of Understanding for any reason, all TJC records created or received from or on behalf of TJC will be
  - b. returned to TJC, with no copies retained by School District; or
  - c. if return is not feasible, records will be destroyed.

Twenty (20) days before destruction of any TJC records, the contractor will provide TJC with written notice of the School District's intent to destroy TJC records. Within five (5) days after destruction, the School District will confirm to TJC in writing of the destruction of TJC records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

6. **DATA AGREEMENT:** The School District and TJC agree to collect data associated with Early College as required for reporting purposes and to share the data with the appropriate agencies or as needed for internal purposes for use by either entity. In addition, the School District and TJC agree to share any data required for the successful completion of the Early College students' graduation plans. When applicable, TJC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data.
7. **PROVISION OF DATA:** The School District and TJC will collect, review, and share via secure method, the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT; CLEP, TSI readiness by grade level; qualifications of the DISTRICT staff; location(s) where courses are taught, final semester grades; and any other data needed to provide appropriate services for the student's education. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: TJC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.
8. **POINTS OF CONTACT:** The School District will provide the College with a District-level point of contact, as well as a campus-level point of contact. TJC's Director of School Partnerships will be the primary point of contact for all DISTRICT data collection for the College.
9. **STUDENT GRADES:** The TJC Registrar will be responsible for collection and oversee sharing of all student grades.
10. **SURVEYS:** When selected, the School District's students enrolled in dual credit courses will participate in instructional success and facility satisfaction surveys and other local or national surveys administered to the School District's students.
11. **COLLEGE RECORDS AUTHORIZATION:** A student may authorize the parent(s) to view and discuss his or her grades, attendance, and other necessary information, the parent(s) will be allowed to confer with TJC faculty, administration and employees. This authorization must be completed through the Office of the Registrar. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational 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 series FL.

12. **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a dual credit course, the dual credit student's information will become part of the College's student directory information and subject to the Texas Public Information Act. Students will be able to designate release of directory information at both the College and District. Collecting and sharing data between the College, and the School District will follow College and the School District procedures and policies to provide support for decision making processes.

**IV. STATEMENT OF GENERAL TERMS AND CONDITIONS:**

A. **SUSTAINABILITY:** The School District and TJC will develop a plan for yearly evaluation of the dual credit program that will include, but is not limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.

B. **DISCONTINUATION OF THE OFF-CAMPUS INSTRUCTIONAL SITE:** Should the School District or the College elect to discontinue the operation of the dual credit program as an Off-Campus Instructional Site (OCIS), SACSCOC requires a provision for serving the dual credit students currently enrolled in the program. A teach-out agreement is a written agreement between institutions that provides for the equitable treatment of students and a reasonable opportunity for students to complete their program of study if an institution, or an OCIS ceases to operate before all enrolled students have completed their program of study. Teach-out agreements require SACSCOC approval in advance of implementation. **While TJC will work with the OCIS to develop the teach out plan, only the College may submit the teach-out agreement to SACSCOC for approval.**

This plan must include the following:

1. Date of closure (date when new students will no longer be admitted)
2. An explanation of how affected parties (students, faculty, staff) will be informed of the impending closure
3. An explanation of how all affected students will be helped to complete their programs of study with minimal disruption
4. An indication as to whether the teach-out plan will incur additional charges/expenses to the students and, if so, how the students will be notified.
5. Copies of signed teach-out agreements with other institutions, if any
6. How faculty and staff will be redeployed or helped to find new employment

C. **AMENDMENT:** The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this MOU 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.

D. **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** This MOU, for the operation of SCHOOL DISTRICT will be in effect through August 31, 2024, pending continued approval and reaffirmation by TEA. This Agreement will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for a successive one (1) year term. During any fiscal year, the College and/or the School District reserves the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the discontinuation process of the School District, as outlined in this MOU, have been fulfilled.

E. **SEVERABILITY:** If any clause or provision of this Memorandum of Understanding is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in the event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

F. **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Memorandum of Understanding is prohibited.

- G. NOTICES: Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:
- |                                |                             |
|--------------------------------|-----------------------------|
| <b>Alba-Golden ISD</b>         | <b>Tyler Junior College</b> |
| Macie Thompson, Superintendent | Dr. Juan Mejia, President   |
| 1373 CR 2377                   | P. O. Box 9020              |
| Alba, TX 75410                 | Tyler, TX 75711             |
- H. TEXAS LAW TO APPLY: This MOU shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Smith County, Texas. TJC agrees that it will not file any lawsuit against the School District without first having exhausted the complaint procedure outlined in the *School District Board Policy Manual*, which is hereby amended for purposes of this MOU to provide ninety days for the filing of an initial complaint.
- I. **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 or *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.
- J. CAPTIONS: The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.
- K. AUTHORITY: The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.
- L. COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION): In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1<sup>st</sup>. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903. Loss of Funding: Performance by TJC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and allocation of funds by TJC. If the Legislature fails to appropriate or allot the necessary funds or TJC fails to allocate the necessary funds, then TJC will issue written notice to School District and TJC may terminate this Agreement without further duty or obligation hereunder. Both parties acknowledge that appropriation, allotment, and allocation of funds are beyond the control of TJC.
- M. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITY HAS BY LAW OR EQUITY.
- N. VENUE; GOVERNING LAW: Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- O. COMPLIANCE WITH LAW: The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction ("**Applicable**

Laws"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), *Non-segregated Facilities* (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, *Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals* (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 United States Code 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District's response to TJC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement. Tyler Junior College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

- P. **TOBACCO FREE POLICY:** TJC provides a friendly, tobacco-free environment at all of its sites and satellite facilities. Prohibitions: Tyler Junior College provides a friendly, smoke-free and vapor-free environment at all of its campuses and satellite facilities. All parties agree to fully comply with Tyler Junior College's no smoking policy and to ensure compliance of same by all employees or students or anyone else performing under this Agreement on its behalf. TJC is an alcohol, drug, tobacco, and vapor-free zone. These items are prohibited on the campus and satellite facilities.
- Q. **WEAPONS POLICY:** Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.

A license holder is prohibited from carrying a concealed handgun on Tyler Junior College campus premises where prohibited by law and where prohibited by TJC policy.

**Firearms:** Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises, satellite facilities, or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Contact 911 for emergencies. Campus Police can be contacted at 903 510-2222 for non-emergencies. [https://www.tjc.edu/downloads/file/1045/concealed\\_handguns\\_on\\_campus\\_policy](https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy)

- R. **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND TJC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.



S. Dispute Resolution - To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by Tyler Junior College and School District to attempt to resolve any claim for breach of contract.

T. Protections of Education Records under FERPA: Both parties agree to comply with all laws regarding the confidentiality of the student's educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any confidential information of School District and College's faculty and students which is in either party's possession or control.

**V. POSTING OF MOU**

In compliance with TAC Title 19, Part 1, Ch. 4, Subch. D, Rule 4.84 TJC and the District will post this MOU on their respective websites. The MOU will be posted at the following TJC site: [www.tjc.edu/dualcredit](http://www.tjc.edu/dualcredit):

**VI. ADDENDA**


- Addendum 1 Tuition and Fee Agreement
- Addendum 2 Texas Administrative Code regarding dual credit student eligibility
- Addendum 3 Academic Crosswalk
- Addendum 4 Technical Crosswalk with Endorsements
- Addendum 5 Course Maximum Enrollment and Contact Hour Requirements
- Addendum 6 Available Tools and Resources
- Addendum 7 Disability Accommodations for Dual Credit
- Addendum 8 CARCCN requirements for Off-Campus Instructional Sites


**VII. SIGNATURES**

The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signatures appear below and their assignees. This Agreement constitutes the entire agreement of the parties and replaces and supersedes any prior verbal understandings, written communications, or representations related to the subject matter contained in this Agreement. In the event any portion of this Agreement is deemed illegal or unenforceable, the entire remaining portion of this Agreement shall remain valid and in effect. A waiver by either party of any breach or default by the other party is not a waiver of any other breach or default of this Agreement that may occur. This Agreement, including any rights or obligations hereunder, may not be assigned or otherwise transferred to any third party without the express written consent of the other party. This Agreement is nonexclusive between the parties; both parties have the right to enter into similar relationships with any other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on this 1st day of May 2023.


**TYLER JUNIOR COLLEGE**

By:   
Dr. Juan Mejia, President, Tyler Junior College

By:   
Peggy Smith, President, Board of Trustees, Tyler Junior College

**SCHOOL DISTRICT**

By:   
Superintendent/Head of School

By:   
President, Board of Trustees