



**Memorandum of Understanding
Tyler Junior College and Chapel Hill Independent School District
For 2023-2024 Chapel Hill Early College High School**

This Memorandum of Understanding is hereby entered into by and between Tyler Junior College, a political subdivision (hereinafter called "the College" or TJC), acting by and through its President; and the Chapel Hill Independent School District, a Texas political subdivision participating in this agreement as the Tyler ISD Early College High School (hereinafter called "School District" or "ECHS"), acting by and through its Superintendent.

I. PREAMBLE

WHEREAS the parties of this Memorandum of Understanding desire to establish the agreement between the School District and Tyler Junior College, the goal will be to provide dual enrollment for college courses to high school students, serving grades 9-12. The majority of the student population of the School District will be composed of at-risk, first-generation college goers, students of low socioeconomic status, English learners, students with disabilities, and other underrepresented subpopulations;

WHEREAS potential students for the ECHS will be screened through an application process to determine motivation and commitment to the rigor of a pre-college and college-level curricula;

WHEREAS, traditionally, ECHS student populations are smaller and provide multiple layers of support, which provides the students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60) and/or a certificate or an associate's degree; and

WHEREAS ECHSs prepare this population of high school students for successful career and educational futures through a full integration of high school, college, and high demand/high skill career preparation while improving academic performance and increasing high school and college/university completion rates.

WHEREAS both the School District and TJC are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist.

NOW, THEREFORE, in consideration of the covenants and the conditions and provisions set forth herein, the parties hereto agree as follows:

II. STATE OF TEXAS GOALS

Tyler Junior College will establish and implement measures to collect and analyze data by subpopulations in order to meet the following statewide goals as required by HB 1638 and agreed upon by the Texas Education Agency (TEA) and the Texas Higher Education Coordinating Board (THECB).

[HB 1638: Statewide Dual Credit Goals](#)

GOAL 1: Independent school districts and institutions of higher education (IHE) 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.

- TJC will collaborate with high school partners to offer dual credit and early college high school information sessions for parents and students.
- TJC will update the TJC website to include a student/parent online guide to dual credit.

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 population.

- TJC will collect and analyze persistence data from National Student Clearing House, disaggregated by student population.
- TJC will collect and analyze enrollment data as it pertains to TJC dual credit students and transition into postsecondary education.

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 subpopulation.

- TJC will collect and analyze student completion data, including time to completion and total number of college-level hours attempted and completed.

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 coursework.

- TJC will evaluate general education assessments for ENGL 1301, ENGL 2332, HIST 1301, and HIST 1302.
- TJC will disaggregate the assessment data by dual credit, early college, and traditional students.

III. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

A. GOVERNANCE

1. TEXAS ADMINISTRATIVE CODE

Rules governing the ECHS are provided in *Texas Administrative Code* (TAC), Title 19, Part 1, Chapter 4, Subchapter G.

[Texas Administrative Code \(TAC\), Title 19, Part 1, Chapter 4, Subchapter G](#),

Additional laws governing **dual credit** are found in Subchapter D:

[TAC, Title 19, Part 1, Chapter 4, Subchapter D](#)

College readiness standards and exemptions, exceptions, and waivers are found in Subchapter C:

[TAC, Title 19, Part 1, Chapter 4, Subchapter C](#)

2. ACCREDITATION

Tyler Junior College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award certificates, associates, and baccalaureates. Questions about the accreditation of Tyler Junior College may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by accessing information available on SACSCOC's website (www.sacscoc.org).

Tyler Junior College's accreditation status with SACSCOC represents an affirmation of its continuing commitment to the Commission's principles and philosophies of accreditation. Thus, Tyler Junior College is committed to following the *Principles of Accreditation: Foundations for Quality Enhancement*, as well as policy statements and guidelines provided by SACSCOC. In addition to instruction sites on campus, all off-campus instructional sites must meet the accreditation criteria. Failure to meet the criteria will result in the loss of status as an off-campus instructional site.

In addition to maintaining accreditation with SACSCOC, Tyler Junior College is governed by the THECB and must comply with applicable sections of the *Texas Administrative Code* as well as the *Texas Education Code*. Tyler Junior College is committed to remaining in compliance with Texas Higher Education Coordinating Board rules, the Texas Administrative Code, and the Texas Education Code. Failure to comply with the rules of the THECB or applicable laws will result in the loss of status as an off-campus instructional site.

3. APPLICATION FOR ECHS

The ECHS established under this agreement is to be governed by state and federal laws and regulations, as well as individual School District and TJC policies and requirements. The School District shall, at its sole discretion, apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. Responsibilities of the College are subject to approval of the TJC Executive Leadership Team. Failure to apply for or seek approval from the Texas Education Agency shall not be a breach of this Memorandum of Understanding (MOU).

4. LEADERSHIP TEAM

A Leadership Team will be developed and will comprise an agreed upon group of representatives of TJC and the School District. The team will work to meet established benchmarks related to target population, the partnership agreement (MOU), curriculum and student support services,

academic rigor and readiness, community partnerships, and the college culture, as well as issues of sustainability, including budget and cost arrangements, regional and national partnerships, and planning for leadership change in the District or College as it concerns the ECHS. The Leadership Team may make reports, as requested, to their respective boards.

5. PRINCIPAL

The ECHS principal will be appointed by the Superintendent of the School District and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including, but not limited to, unemployment compensation, workers' compensation, health insurance, and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state, and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. If the school administrator position becomes vacant and the need to appoint a new administrator arises, following all School District Human Resources Policies and Procedures, TJC, upon approval by the School District, will have the opportunity to be represented on the administrator search committee and take part in the selection process. The School District agrees to assign the ECHS Principal as soon as a qualified candidate is identified and hired.

6. MESSAGING, LOGO, AND WEB GUIDELINES

When referencing TJC dual credit and/or early college high school courses on a public platform, including web, social media, email and/or printed materials, high school partners shall provide all messaging/ marketing requests to the Director of School Partnerships. Approvals of all requests will be provided by TJC Marketing. TJC maintains control of messaging regarding its programs, degrees and certificates, and courses. Logos shall follow the guidelines found at: www.tjc.edu/marketing.

7. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

B. LOCATION OF CLASSES

Dual credit courses may be taken at TJC (main campus), online, or at the high school site. In the event of a natural disaster or other emergency, alternative arrangements will be coordinated between TJC and the District.

Tyler Junior College
1400 E. Fifth Street
Tyler, TX 75701

Chapel Hill Early College High School
13172 State Hwy 64
Tyler, TX 75707

C. INSTRUCTIONAL CALENDAR

The instructional calendar of the ECHS will contain and reflect all of the College's major holidays and campus closings. All ECHS students and faculty are required to follow the TJC academic calendar and deadlines. The entire college-level course must be taught within the TJC academic term.

D. COURSES AND CURRICULUM

1. ELIGIBLE COURSES

Any college course for dual credit offered as part of an early college program as defined in the *Texas Administrative Code* must be a core curriculum course, 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, Associate of Arts, Associate of Science, Associate of Applied Science degree program, Field of Study Certificate, or Program of Study Certificate of the College providing the credit.

2. PROVISION OF ELIGIBLE COURSES

The ECHS will provide all courses for high school only credit. The College will provide dual credit courses that have been approved by TJC and the ECHS. 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 the requirements outlined in *RULE §4.85* related to dual credit requirements of the *Texas Administrative Code*. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit

courses and students. Academic dual credit courses will be applicable to the pursuance of a baccalaureate degree.

3. STUDENT ELIGIBILITY

An ECHS 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 if that student 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 that do not conflict with this section for enrollment in courses for dual credit.
- 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 ECHS students must be fully enrolled by the first day of classes for each term.

4. STUDENT COMPOSITION OF CLASS

Dual credit courses may comprise ECHS and dual credit students only or ECHS, 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. (Academic Course Guide Manual and Workforce Education Course Manual 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.

Before the School District enrolls 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 Associate of Arts, Associate of Science, and Associate of Applied Science degrees and certificate programs in which ECHS 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 semester credit hours.

6. COURSES OF STUDY AND CURRICULUM

TJC and the ECHS shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete 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](#)), an associate's degree or up to 60 credit hours towards a baccalaureate degree during grades 9-12. Selected courses must be from the declared and approved college degree plan.

- a. The ECHS will provide students with academic, social, and student support services in the high school course of study.
- b. The ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.
- c. The ECHS 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 courses 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 annually update the ECHS 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 course 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 regularly 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. Recommendations from School District evaluations taking place shall not change the college curriculum, rigor, grading, weighting, or pedagogy. School Districts must allow TJC personnel on the high school site in order to perform faculty and course evaluations.

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 determined by the College and specific program 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 ECHS will post dual credit courses to the official transcript for both college credit and high school credit, respectively, immediately upon student completion of the performance requirements of each course and the professors entering grades by the submission deadline. Credit by exam transcription will follow the policies outlined in the [TJC Catalog](#) and [TJC Student Handbook](#).

10. ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS

The School District and ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by [Education Code, Title 2, Subtitle B, Chapter 39](#). In addition, The School District must administer the Texas Success Initiative (TSI) college placement exam beginning with (9th) 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 ECHS will provide instructors and staff for high-school-credit-only courses conducted at the ECHS. 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 allotment for each course as indicated in the *Dual Credit and ECHS Procedures Manual*. Dual credit internet sections may be paired with other TJC internet sections so that TJC is able 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 ECHS. 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. Faculty teaching dual credit courses must follow the guidelines provided by the department chair who oversees the course.
- b. The School District governs all non-academic and School District aspects of employment for faculty employed by the District.
- c. Dual credit and ECHS 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 *TJC 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 to facilitate an investigation (*DL-Regulation*).
- c. The School District will comply with Title IX of the Education Amendments to the 1972 regulations as stated in the *TJC Board Policy Manual (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 in a timely manner 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 advance 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; who receives poor evaluations, and/or who violates TJC Board Policy, processes and/or procedures, including, but not limited to those in *DH-Local*.
- h. TJC acknowledges and understands that nothing in this MOU is intended to give TJC any authority to employ or release any non-dual-credit 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 ECHS FACULTY

The ECHS and TJC shall provide opportunities for dual credit faculty and TJC full-time and adjunct faculty to collaborate through planning, teaching, and professional development. The ECHS will provide common planning time for dual credit instructional faculty and other appropriate staff, including school leaders and, when possible, TJC full-time or adjunct faculty. The College requires all dual credit faculty to complete professional development requirements of adjunct faculty in compliance with Board Policy (DK-Regulation). Additionally, TJC may provide the following to dual credit faculty employed by the School District:

- 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, and 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 in accordance with college level 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, adjunct, and dual credit faculty are required to maintain accurate grades 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 ECHS, 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 must meet the requirements of section III.D.6 of this agreement and must be posted in the online learning management system as well as on the College website. ECHS 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. ECHS 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 or ECHS. ECHS personnel are responsible for advising ECHS 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 are met for the reporting and posting of grades and the maintenance of transcripts. Grade reports to the School Districts will be sent by the Office of School Partnerships within one week of the end of the semester.
3. **WEIGHTING, GPA, AND ACADEMIC STANDING**
The ECHS shall follow School District policy regarding the weighting system of college grades for the ECHS student's final high school grade point average (GPA). ECHS students are expected to meet academic standards for coursework completed through TJC as defined in the [TJC Catalog](#). ECHS students placed on Academic Probation may enroll in summer and short-term sessions for the purpose of raising their cumulative GPA to the level required for Good Standing. The student is responsible for paying for courses upon the third attempt to enroll. 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 ECHS, 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 and must be completed within 30 calendar days after the beginning of the

- following long semester (Fall/Spring), or grade will be finalized as an 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, mini-terms, 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

Since the College does not provide 6-week or 9-week grades, the College recommends that the District 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 ECHS students eligible for dual credit courses. ECHS 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:

- An ECHS student will maintain academic standards for coursework completed through TJC.
- An ECHS student placed on academic suspension is no longer eligible to participate in the Early College program through TJC. The ECHS student may appeal this decision to the Academic Suspension Appeals Committee.
- An ECHS student who has an outstanding debt to TJC for any reason will not be allowed to register until all financial obligations due to the College are cleared.

3. COURSE OFFERINGS

The ECHS 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 every cohort class for planning and advising and will share information regarding student enrollment.

4. STUDENT ATTENDANCE POLICIES

ECHS 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 ECHS, the College, and the 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

ECHS students will be required to adhere to the College's regulations regarding facilities and equipment usage, as well as 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 related to the college course are applicable to all students, including those enrolled in ECHS courses. ECHS students who have complaints shall follow the procedures as stated in the [Student Grievance or Complaint Procedures](#) as published in the *College Student Handbook*.

7. WITHDRAWAL FROM ECHS

Students withdrawing completely from the ECHS 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 and ECHS students, have access to all forms of student support services. Programs and activities that may be used by dual credit students include:

1

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 and ECHS students consisting of group advising using Degree Works and face-to-face or online advising with the College's ECHS advisor, Coordinator for ECHS Enrollment, and the ECHS 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*.

Advising related to interpretation of test scores, selection of a major, development of an educational plan, selection of courses, interpretation of TJC course transferability, and progression from an associate's degree to a bachelor's degree at a university are offered collaboratively between the ECHS 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) and 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 2nd 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 provide all textbooks (printed or digital resources), lab equipment, required workforce equipment, software, materials, and supplemental materials needed for ECHS students taking dual credit courses and regular college courses on or before the first day of class. The College approves and updates textbooks as indicated in the *TJC Board Policy Manual (CFE Regulation)*. The following procedures must be strictly observed:

- a. The College Office of School Partnerships must provide the School District with 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 the 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 ECHS for college courses on the ECHS campus may be used for a period of up to 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 3-year cycle, the textbook will be approved for the remaining years of the cycle.
- d. In some cases, there is an annual or 2-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 attached to the student's account will be invoiced separately to the School District.
- 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, TJC 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. ECHS 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 as follows:

- a. The School District shall ensure that College faculty and ECHS 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.
- 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 shall 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 minimal 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.

J. FUNDING, COSTS, TRANSPORTATION, SAFETY

1. FUNDING AND AVERAGE DAILY ATTENDANCE (ADA)

The ECHS shall generate ADA funds for the School District based on 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. The College will receive State contact-hour funding for college courses.

2. TUITION AND FEES

The College waives all student tuition and course fees of TJC college courses for ECHS students. The College does not waive "course content fees" or "inclusive access" fees which include textbooks and resources required for successful completion of the course. The College does not waive tuition and fees for courses that have already been successfully completed (repeat courses). Fees not waived are the responsibility of the School District.

3. INVOICING

The College will invoice the School District for required fees and applicable charges according to the MOU (ECHS, professors, digital resources, or online textbook fees, mileage, etc.), as approved by the College Board of Trustees. The School District agrees to pay: (initial to accept responsibility for payment)

_____ AP and CLEP fees of \$25 per transcription to be invoiced separately to the ECHS.

4. LATE REGISTRATION FEE

A fee of \$100 per class will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school district failed to meet 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 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 ECHS. 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.

6. FOOD SERVICE

The School District will provide meals for all students and staff as appropriate under State and Federal Law and School District rules and procedures. The School District may purchase food on college visit days from TJC's Food Services Department.

7. TRANSPORTATION

The School District will provide all transportation (school bus) for students enrolled at the ECHS as required, deemed necessary, and appropriate under State law and School District rules and procedures.

8. 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 established protocols 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 established protocols of the School District.

K. 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 student records that 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 who 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 education records maintained by the School District, including records that the College has 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"). 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 who have an official educational interest to share educational data on behalf of the schools.
- b. The School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records may result in disciplinary action up to the School District's exclusion from eligibility to contract with TJC for at least five (5) years.

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. allowed by applicable laws, and/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

- a. returned to TJC, with no copies retained by School District; or
- b. 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 accomplished 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, the School District will confer with TJC's Institutional Review Board (IRB) 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, AP, CLEP, TSI readiness by grade level; qualifications of the ECHS 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 4-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 ECHS data collection for the College.

9. STUDENT GRADES

The TJC Registrar will be responsible for collection and oversight of the sharing of all student grades.

10. SURVEYS

When selected, the School District's ECHS students enrolled in dual credit courses will participate in instructional success and faculty satisfaction surveys and other local or national surveys administered to the School District's students.

11. COLLEGE RECORDS AUTHORIZATION

If a student authorizes 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 other 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 student records that 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 ECHS 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 ECHS. Collecting and sharing data among the College, ECHS, 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 ECHS program that includes, 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 4-year colleges and universities, attrition rates by grade level, and student participation in activities at the College.

B. DISCONTINUATION OF ECHS OPERATION AND OF THE OFF-CAMPUS INSTRUCTIONAL SITE

Should the School District or the College elect to discontinue the ECHS program operation 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.

The current provision for serving the students includes the following:

1. The ECHS may discontinue operation at the end of the school year in which only 9th grade and 10th grade cohorts are enrolled. ECHS students in the 9th and 10th grade will be received by the School District.
2. An ECHS with 11th grade and 12th grade cohorts must continue operation through those cohorts' scheduled graduation from the ECHS but may elect not to enroll any additional students in the ECHS, unless such students would be added to already existing cohorts within the ECHS. While in the process of discontinuing operation, the ECHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).

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 TISD ECHS 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 ECHS, as outlined in this MOU, have been fulfilled.

E. SEVERABILITY

Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had not been included.

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 through registered or certified mail, postage prepaid, and addressed to:

Chapel Hill Independent School District	Tyler Junior College
Lamond Dean, Superintendent	Dr. Juan Mejia, President
11134 CR 2249	P. O. Box 9020
Tyler, TX 75707	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 procedures outlined in the *School District Board Policy Manual*, which is hereby amended for purposes of this MOU to provide 90 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, or material or labor restrictions by a governmental authority, civil riots, floods, pandemics, 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 shall 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 1st. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each parties' 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 either party may be liable. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right that 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 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

In compliance with the City of Tyler Smoking Ordinance #0-87-29, the following policy has been established (CGD-Local):

1. In order to protect and promote the health, safety, and welfare of faculty, staff, students, and the public, the College District campus shall be tobacco-free.
2. There shall be no tobacco products or any electronic smoking or vapor emitting device in any area of College District buildings, including residence halls, or any part of the College District campus, including any and all buildings or property owned, leased, operated, or occupied by the College District.

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 other prohibited weapon listed in Section 46.05 (a) to 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 handgun 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

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 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 allowed 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 ECHS will post this MOU on their respective websites. The MOU will be posted at the following TJC site:
www.tjc.edu/dualcredit

VI. ADDENDA

- Addendum 1 Texas Administrative Code regarding Dual Credit Partnerships, including Eligible Courses and Student Eligibility
- Addendum 2 Texas Administrative Code regarding ECHS student eligibility
- Addendum 3 Approved Degree Plans
- Addendum 4 Degree/Pathway Crosswalk with Endorsement Alignment
- Addendum 5 Academic Crosswalk with Endorsement Alignment
- Addendum 6 Course Maximum Enrollment and Contact Hour Requirements
- Addendum 7 Available Tools and Resources
- Addendum 8 Disability Accommodations for Dual Credit
- Addendum 9 SACSCOC 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

CHAPEL HILL INDEPENDENT SCHOOL DISTRICT

By: 
Lamond Dean, Superintendent of Schools or designee, Independent School District

By: 
President, Board of Trustees, Independent School District