

**Memorandum of Understanding  
for Dual Credit Program**

**TYLER JUNIOR COLLEGE** (herein called “TJC”) and **MINEOLA INDEPENDENT SCHOOL DISTRICT** (herein called the “School District”) enter the following contract for the 2013-14 school year and for the terms of which **WITNESS THE FOLLOWING**:

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to facilitate the cooperation between TJC and the School District in the provision of providing Dual Credit college courses for qualified students.
2. **PROVISION OF ELIGIBLE COURSES:** TJC will issue transcripts when Dual Credit courses have been approved.
  - a. Courses must be identified as college-level academic courses in the current edition of TJC’s General Academic Course Guide Manual.
  - b. Instruction, instructional materials, and grading must be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the campuses of TJC.
  - c. Dual Credit faculty assignments and courses to be taught at the high school will be listed in the Remote Site Agreement between the School District and TJC. The Remote Site Agreement will be signed by representatives from the high school campus and TJC each semester of the 2013-14 school year.

3. **EMPLOYMENT AND COMPENSATION OF INSTRUCTORS:**

**Please verify the option(s) checked below as it applies to your situation:**

The amount generally paid by Tyler Junior College is \$1,500 per course. TJC will use the following formula in determining the number of course sections for which compensation shall be awarded. Fifteen students or greater shall equal one course section. Courses with fewer than fifteen students shall be awarded pro-rata. Compensation for a second course section shall be awarded when the number enrolled equals the maximum number permitted to register in an on-campus section in the same course plus fifty percent. In instances where TJC provides an instructor, a minimum number of students required per course will be established prior to counting the class as a section.

TJC will provide instructor(s) not currently employed by the site.

TJC will employ instructor(s) currently employed by the site (pending approval of credentials by TJC). Payment of instructor salary will be made by direct deposit from TJC to the instructor.

4. **RESPONSIBILITIES**

**Tyler Junior College is responsible for:**

- a) Providing a college credit course that is the equivalent to a course that is offered on the main campus of TJC.
- b) Providing an orientation for the classroom instructor.
- c) Providing a syllabus for each student.
- d) Registering qualified students.

- e) Periodically evaluating all faculty. A representative of TJC may visit the high school campus during the term of this contract to administer an evaluation instrument. The results of that evaluation will be made available upon request.
- f) Posting grades based on the TJC grading system to the student's transcript no later than five work days after the conclusion of the school district's semester once grades have been received from the high school instructor. (Six weeks grades are not given).
- g) Midterm grades of Pass/Fail will be reported upon request.
- h) Numeric grades will be reported at the end of the semester.

**The site is responsible for:**

- a) Ensuring that tuition and books are paid.
- b) Working with TJC in scheduling courses.
- c) Working with the instructor regarding school holidays and school calendar events.
- d) Communicating with TJC in a timely manner when a student has been dropped from a course.
- e) Provide TJC's Director of Dual Credit with a high school calendar prior to the beginning day of each semester in which a TJC course will be taught on the high school campus. When TJC sends an instructor to the high school site, it shall be the responsibility of the high school site to inform the Director of Dual Credit at least 24 hours before the scheduled meeting time for the class whenever a majority of the students in the class will be absent on school-authorized functions. The TJC instructor will not be sent in this situation, and a make-up time shall be arranged. Failure to inform TJC in this situation may make the site liable for the mileage expense incurred by TJC in sending the instructor to meet that day's class session.
- f) Sending a copy of the class syllabus for each class taught by School District faculty to the appropriate department chair at TJC. This should be done at the beginning of each semester.
- g) Sending a copy of the final exam for each class taught by School District faculty to the appropriate department chair at TJC. This should be done at the end of each semester.
- h) Ensuring that discipline in classes is the responsibility of the School District and the high school site.
- i) Providing the name, email address and phone # of the primary contact person from the School District that TJC personnel can communicate with regarding the Dual Credit program at the School District's site.

Contact Name: David Sauer / Michelle Dudley  
 Contact E-Mail sauerd@mineolaisd.net / dudleym@mineolaisd.net  
 Contact Telephone Number 903-569-3000

**The instructors are responsible for:**

- a) Adhering to TJC policies, course syllabus, and standards.
  - b) Working with the TJC department chairs on ensuring that the quality of instruction is maintained.
  - c) Submitting all grades and paperwork by the TJC published deadlines.
5. **COURSE COMPLIANCE:** Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the Dual Credit for Dual Credit Course Agreement and the standards established by the State of Texas, the Southern Association of Colleges and Schools (SACS), TJC, and the School District.
6. **SELECTION OF INSTRUCTORS:** When the School District chooses to utilize a TJC instructor(s) for a Dual Credit course, TJC will provide an instructor(s) who has met an acceptable national criminal background check, and who meets the TJC academic requirements for that course, provided the class has a minimum of 15 students, or as approved by TJC. Qualified high school instructors approved by TJC, and



7. classified as Dual Credit faculty, may be used by the School District for TJC approved courses taught at the School District site(s).

The approval process for a Dual Credit faculty member who will teach a Dual Credit course will be consistent with the standards used to hire a faculty member for the course taught on the TJC campus. The department chair has full authority to interview and to make the final decision based on credentials, teaching experience, presentation, subject knowledge and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective Dual Credit faculty member must be approved by the TJC department chair in the teaching discipline, communicated to the Dual Credit Program Office, the Office of Human Resources and meet the same qualifications as TJC faculty.

The TJC department chair will have the option to conduct multiple observations during the first year of review that the Dual Credit faculty member is teaching the college-level course at the high school. The time for observations should be coordinated with the Dual Credit faculty prior to the observation. All Dual Credit faculty will have a minimum of one observation per year. However, the department chair has the option to conduct additional observations each semester as part of their monitoring process.

Dual Credit faculty will be evaluated using the same process as other TJC faculty.

8. **FACILITIES:** Dual Credit or Concurrent college courses must be taught on the TJC campus, the high school campus or via distance education.
9. **TUITION AND FEES:** When the student chooses a Dual Credit course or courses, the School District or the student is responsible for payment of tuition to TJC.

**For Dual Credit and Concurrent courses taken at the TJC campus, tuition and fees are the same as for regular TJC students.**

**Payment of Tuition and Fees:**

**Check one of the options below that apply to your situation:**

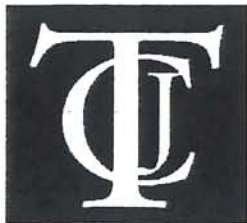
Site agrees to pay full tuition and fees per enrollment.

Site agrees to pay half tuition and fees per enrollment.

Site agrees that students shall pay full tuition and fees.

Other arrangements (please list): \_\_\_\_\_

**Tuition and Fee Chart is Found on the Following Page.**



# Dual Credit Flat Fee Chart

Effective Fall 2013 Semester for classes taken at the High School Campuses

Revised 4-1-13

	Residents of the TJC Tax District	Texas Residents Out-of-District	Non Residents Of Texas
	Dual Credit taken at High School	Dual Credit taken at High School	Dual Credit taken at High School
Flat Fee	In District	Out of District	Out of State
1 class	175	275	350
2 classes	350	550	700
3 classes	525	825	1050
4 classes	700	1100	1400
5 classes	875	1375	1750

High Cost VoTech Course Fee (per specified courses) \$80 / course

AUMT/WLDG

High Cost Health Prof Course Fee (per specified course \$105/course)

EMT

Other fees related to EMT:

Drug Screen	\$25	Criminal Background Check	\$10	Liability Insurance Fee	\$85
Uniforms	\$200	Textbooks	\$150	CPR Card	\$5

*"Tuition, fees, and other expenses are subject to change by vote of the Board of Trustees or the legislature of the State of Texas."* Payment of tuition and fees is due in full at the time of registration. There is no deferred payment. **Students' schedules with unpaid tuition and fees will be dropped for non-payment.**

## To Determine Residency of the TJC Tax District Permanent Address

### Some Portions are In-District

Chapel Hill, Grand Saline, John Tyler,  
Lindale, Robert E. Lee, Van, Winona,  
All Saints, Grace

### Pays Out-of-District Tuition

Arp, Alba-Golden, Brook Hill, Bullard, East Texas Christian Academy,  
Hawkins, Jacksonville, Mineola, New Summerfield, Quitman,  
Rusk, Troup, Whitehouse, Yantis

## Installment Plan Reference Sheet for Flat Fee Courses

	Residents of the TJC Tax District			Texas Residents Out-of-District			Non Residents Of Texas		
	Dual Credit taken at High School	Payments 1st 2nd & 3rd		Dual Credit taken at High School	Payments 1st 2nd & 3rd		Dual Credit taken at High School	Payments 1st 2nd & 3rd	
1 class	175.00	117.50	43.75	275.00	167.50	68.75	350.00	205.00	87.50
2 classes	350.00	205.00	87.50	550.00	305.00	137.50	700.00	380.00	175.00
3 classes	525.00	292.50	131.25	825.00	442.50	206.25	1050.00	555.00	262.50
4 classes	700.00	380.00	175.00	1100.00	580.00	275.00	1400.00	730.00	350.00
5 classes	875.00	467.50	218.75	1375.00	717.50	343.75	1750.00	905.00	437.50

Please note:

1. The Installment Plan fee is a flat fee of \$30.00 and has been added to the first installment payment.
2. A late fee will be assessed on the first payment that is late in accordance with signed installment plan agreement.



10. **BOOKS AND SUPPLEMENTAL MATERIALS:** All textbooks, equipment and supplemental materials required for classes, as determined by this agreement, are the responsibility of the School District or the student. College-approved textbooks purchased by the school district may be used for a **minimum of three years from the date of TJC's initial adoption.**

**Payment of Textbooks:**

**Check one of the options below that applies to your situation:**

School District agrees to purchase textbooks and relevant instructional supplies.

School District agrees that students shall purchase textbooks and relevant instructional supplies.

11. **STUDENT ELIGIBILITY:** In order for students to be admitted to the Dual Credit program, they must:
- Be Juniors or Seniors at their high school (exceptions for outstanding students).
  - Obtained a high school official's recommendation and parental/guardian approval.
  - Achieved minimum prerequisite course scores on the THEA, ACT, PLAN, SAT, PSAT, STAAR or the TSI Assessment.
12. **STUDENT ENROLLMENT & STUDENT SERVICES AVAILABILITY:** Upon mutual agreement, TJC will conduct enrollment registration at the School District site each semester for all qualified students. Students in Dual Credit classes will be eligible to utilize all TJC student services.
13. **INSTRUCTIONAL CALENDAR:** TJC's Dual Credit course schedule will comply with the School District's instructional calendar.
14. This MOU may be amended by mutual written agreement of both parties.
15. TJC and the School District reserves 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.
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 PARTIES 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 (1) create, (2) receive from or on behalf of TJC, or (3) have access to, records or record systems (collectively, “**TJC Records**”). Among other things, TJC Records may contain social security numbers, credit card numbers, or 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, (1) TJC will designate the School District as a TJC official with a legitimate educational interest in TJC records, and (2) the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records will result in 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: (1) hold TJC records in strict confidence and will not use or disclose TJC records except as (a) permitted or required by this Agreement, (b) required by applicable laws, or (c) otherwise authorized by TJC in writing; (2) 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; (3) 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; and (4) 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.
20. **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 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.
21. **RETURN OF TJC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Agreement for any reason, all TJC Records created or received from or on behalf of TJC will be (1) returned to TJC, with no copies retained by School District; or (2) if return is not feasible, records will be destroyed. Twenty (20) days before destruction of any TJC Records, 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.
22. **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 and 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

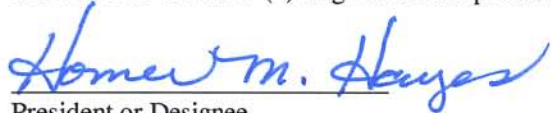
response to TJC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

23. **NO SMOKING POLICY:** TJC provides a friendly, smoke-free environment at all of its campuses and satellite facilities.

24. **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.

EXECUTED IN TWO (2) original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



President or Designee  
Tyler Junior College

\_\_\_\_\_  
Board of Trustees or Designee  
Mineola Independent School District

**PLEASE RETURN THE SIGNED ORIGINAL MEMORANDUM OF UNDERSTANDING TO TYLER JUNIOR COLLEGE**