



Memorandum of Understanding for the Dual Credit Program

TYLER JUNIOR COLLEGE, A PUBLIC JUNIOR COLLEGE AUTHORIZED UNDER THE Laws of the State of Texas (herein called "The College" or "TJC") and **Mineola Independent School District** (herein called "School District") enter the following contract for the 2018-2019 school year and for the terms of which WITNESS THE FOLLOWING:

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation between TJC and the School District in the provision of Dual Credit courses for qualified students. Operating procedures and guidelines for specific programs are addressed through the Dual Credit Manual maintained by TJC.
2. **PROVISION OF ELIGIBLE COURSES:** TJC will issue transcripts when the Dual Credit courses have been completed.
 - 2.1. Courses must be identified as
 - 2.1.1. College-level academic courses (based on the current edition of TJC's Catalog and TAC 19, Part 1, Chapter 4, Subchapter D, §4.85) OR.
 - 2.1.2. Workforce education courses (based on the current edition of the Workforce Education Course Manual).
 - 2.2. 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.
 - 2.3. Dual credit courses to be taught at the high school are attached to this MOU.

3. **STUDENT ELIGIBILITY, ENROLLMENT & SERVICES**

3.1. **Student Eligibility**

In order for a student to be admitted to the Dual Credit Program, he/she must meet the following eligibility requirements: <https://www.tjc.edu/admissions>

- 3.1.1. Be in grades 9-12 and meet all eligibility requirements in the THECB guidelines.
- 3.1.2. All students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations and the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85. School District partners will work with the College to make certain that all dual credit students are enrolled by the first day of classes to help ensure student success and will comply with the College Admission and Registration timeline.
- 3.1.3. High school students are eligible to participate in the Dual Credit Program upon meeting the Texas Success Initiative (TSI) Assessment minimum passing scores established by the Texas Higher Education Coordinating Board and the TJC Dual Credit course pre-requisites.

3.2. **Enrollment**

Upon mutual agreement, TJC will conduct enrollment registration at the School District site for all qualified students. Students in Dual Credit classes will be eligible to utilize all TJC student services. Students must follow TJC Student Handbook rules when accessing on-campus services.

- 3.2.1. Dual Credit students may enroll in one (1) college-level course each semester beginning in fall of 9th grade, and then are limited to TJC's Core Curriculum courses. All 10th grade students will be limited

to only two (2) dual credit courses per semester, and 11th and 12th grade students shall not exceed 16 credit hours per semester.

3.2.2. Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 60 credit hours.

3.2.3. Dual credit students must comply with the College's Academic Progress Standards and the Financial Aid Satisfactory Academic Progress (SAP). Students must successfully complete courses with a grade of "C" or better to be eligible to enroll in subsequent courses.

3.2.4. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless if they are receiving aid or not and are applicable to dual credit students who are still in high school.

3.2.5. Dual Credit students will not be allowed to register if they have an unpaid balance from previous semesters.

3.3. Composition of Class

The School District may not enroll both Dual Credit and Non-Dual Credit students in the same section unless prior approval from the department chair/dean has been granted.

3.4. Advising

The College and School District shall offer comprehensive college advising services for Dual Credit students consisting of a general advising module, group enrollment advising using Degree Works, and face to face advising. Academic advising for each student includes interpretation of test scores, selection of a major field of study, development of an educational plan, selection of courses, confirmation of final coursework, application for graduation and interpretation of TJC course transferability/progress from an associate's degree to a bachelor's degree at a university. https://www.tjc.edu/info/20025/academic_advising

3.5. Counseling & Student Accommodations

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. The School District will provide classroom accommodations for dual credit students. If the class is taught by a College faculty at the high school, the College Counselor will coordinate class accommodations with the college faculty after the student has requested accommodations through their Apache Access (Campus Life, Support Services/Request Accommodations). <https://www.tjc.edu/Disabilities/>

3.6. Student Complaints

Student Grievance or Complaint procedures for handling student complaints, regarding the college course, are applicable to all students including those enrolled in dual credit courses. Dual credit students with complaints shall follow the procedures as stated in the *Student Grievance or Complaint* as published in the College Student Handbook.

https://www.tjc.edu/info/20017/consumer_information/267/grievance_and_complaint_procedures/1

3.7. Transcription of Credit

The College and the School District will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

4. DATA SHARING AGREEMENT

The School District and TJC agree to collect data associated with dual credit as required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. The School District, and TJC's School District Partnerships and Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, the School District and TJC agree to share any data required for the successful completion of the dual credit students' graduation plans. When applicable, TJC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data. When selected, the School District's dual credit students will participate in instruction success and facility satisfaction surveys and other local or national surveys administered to the School District's students. The School District and TJC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT; CLEP, TSI readiness by grade level; qualifications of the School District staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following

data: TJC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.

5. **RESPONSIBILITIES**

5.1. **Tyler Junior College is responsible for:**

- 5.1.1. Providing a college credit course that equivalent to a course that is offered on the campuses of TJC.
- 5.1.2. Providing an orientation for the classroom instructor.
- 5.1.3. Paying instructors (see Dual Credit Manual).
- 5.1.4. Periodically evaluating all faculty members. 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 available through the TJC website.
- 5.1.5. Registering qualified students.
- 5.1.6. Providing a syllabus for each student.
- 5.1.7. Posting grades based on the TJC grading system to the student's transcript no later than five (5) 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.)
- 5.1.8. Maintaining written policy prior to approving a student to enroll in more than two (2) dual credit courses per semester, not to exceed 15 hours.
- 5.1.9. Adhering to the policy that students enrolling in more than two (2) dual credit courses per semester must pass all courses during the semester with a grade of "C" or better to continue to enroll in more than two (2) dual credit courses in the following semester.

5.2. **The School District is responsible for:**

- 5.2.1. Ensuring that tuition and books are paid, if applicable.
- 5.2.2. Working with TJC in scheduling courses.
- 5.2.3. Guaranteeing that TJC courses meet the required number of contact hours
- 5.2.4. Communicating with TJC in a timely manner when a student has been dropped from a course.
- 5.2.5. Communicating with TJC in a timely manner when a student has moved from the School District.
- 5.2.6. Providing TJC's School District Partnerships Office with a high school calendar, bell schedule, and master schedule prior to the first day of each semester in which a TJC course will be taught on the high school campus.
- 5.2.7. Maintaining the required class size as recommended by TJC. Enrollment of a minimum of fifteen (15) students and no more than the maximum allowed for each content area. Exceptions to enrollment minimum and maximum allotments require Department Chair/Dean approval. Other departments have maximums and should be checked prior to registration.
 - a. ARTS - 25
 - b. DRAM - 25
 - c. ENGL - 25
 - d. EDUC - 30
 - e. FOREIGN LANGUAGE - 18
 - f. HIST/GEOG - 35
 - g. GOVT/ECON - 35
 - h. LIFE/PHYSICAL SCIENCES - varies by course; per TJC department chair
 - i. MATH - varies by course; per TJC department chair
 - j. MUSI-25 varies by course
 - k. SOCI/PSYC - 40
 - l. SPCH - 25
- 5.2.8. Sending a copy of the class syllabus for each class taught by School District faculty to the appropriate department chair at TJC. This will be done in accordance with established TJC deadlines.

- 5.2.9. Sending a copy of the final exam for each class taught by School District faculty to the appropriate department chair at TJC. This will be done at the end of each semester.
- 5.2.10. Maintaining discipline in the high school classroom environment.
- 5.2.11. Providing the name, email address and phone number of the primary contact person(s) from the School District with whom TJC personnel can communicate regarding the Dual Credit program at the School District's site.
- 5.2.12. Providing TJC with information regarding students who qualify for Disability Services as defined in the Americans with Disabilities Act of 1990 and Section 504 of the Federal Rehabilitation Act of 1973. Disability accommodations do not include eliminating, adjusting or shortening tests, assignments or content.
- 5.2.13. Notifying TJC 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 an ISD employee/TJC adjunct, it is the responsibility of the School District to inform TJC's Director of School District Partnerships in a timely manner to prevent disruption of instruction by a credentialed professor.

5.3. **The Instructors are responsible for:**

- 5.3.1. Adhering to TJC policies, course syllabi, handbooks, and standards, including but not limited to the TJC Dual Credit policies and/or handbooks.
- 5.3.2. Working with the TJC department chairs to ensure that the quality of instruction is maintained.
- 5.3.3. Ensure the course goals and standards are understood and that course guidelines are followed. Teaching assigned courses, with the same level of rigor of a regular college course, according to approved course syllabi and learning outcomes associated with course [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)].
- 5.3.4. Providing each student each semester with a syllabus/class outline that explains the expectations of the instructor, learning outcomes, attendance policy, academic honesty policy, and other information needed by the student. (Examples: timelines, required class materials, outside assignments, etc.).
- 5.3.5. Checking student enrollment / rosters in the course.
- 5.3.6. Arriving on time for classes.
- 5.3.7. Maintaining control of the class.
- 5.3.8. Meeting TJC deadlines for submission of class rosters, grade, enrollment and no-show reports, etc.
- 5.3.9. Maintaining accurate attendance records for all classes.
- 5.3.10. Assigning grades in accordance with TJC policy.
- 5.3.11. Maintaining college credit grades in TJC's approved gradebook and use the College's approved Learning Management System.
- 5.3.12. Adhering to the grading rubric set by the specific TJC department.
- 5.3.13. Post mid-term and final grades in TJC's approved gradebook by TJC's required deadline.
- 5.3.14. Attending faculty meetings and other special meetings required by TJC.
- 5.3.15. Providing the College with updated Curriculum Vitae, including educational and workforce history.
- 5.3.16. Participating in evaluation procedures in relation to the above stated requirements under this agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2) and Southern Association of Colleges and Schools, Principles of Accreditation. 3.7.2].
- 5.3.17. Notifying TJC that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a semester and inform the appropriate TJC department chair in a timely manner to prevent disruption of instruction by a credentialed professor.

6. **COURSE COMPLIANCE:**

Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), TJC, and the School District. The College will ensure that a Dual Credit course and the corresponding course offered at the campus of the College are equivalent with respect to learning outcomes.

Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Syllabi must be posted online by the professor no later than seven (7) days after the semester begins. TJC will designate staff personnel to monitor the quality of instruction in order to assure compliance with any dual enrollment course agreements and all applicable rules and regulations, including without limitation, the standards established by the State of Texas, Southern Association of Colleges and Schools Commission on Colleges, the Texas Education Agency, TJC, and the ISD.

Coursework must be college level and will not include additional high school assignments or projects.

7. **COMPOSITION OF CLASS:**

To ensure curricular consistency as well as college-level academic rigor, co-seating of Dual Credit students with non-Dual Credit students is not allowed in TJC Dual Credit classes unless there is a “clear and compelling reason” for doing so (SACSCOC). The justification should be curricular or academic in nature.

Any school wishing to co-seat other students in a TJC Dual Credit class must submit a request and/or justification in writing at least forty-five (45) days prior to the beginning of the term to the TJC department chair who is responsible for the course. If approved by the department chair, the request must then be submitted to the division dean for consideration. Any request approved both by the department chair and the dean must be submitted to the provost for final approval.

8. **SELECTION OF INSTRUCTORS:**

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College’s respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College’s policies and procedures, in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

- 8.1. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Program meets the credential requirements as stated in the College’s Board Policy which includes the criteria used by the College to determine teaching eligibility.
- 8.2. The School District will collaborate with the College in a timely manner, 6 weeks prior to the first day of class, to determine credentialing of new staff. Any staff presented to the College closer to the first day of class poses the risk of not completing the hiring process and the postponement of the course for one semester.
- 8.3. The College will ensure that College faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks. School District faculty approved as Dual Credit Faculty have to be cleared by the College’s Office of Human Resources to teach any dual credit courses.
- 8.4. Dual Credit Faculty will submit all required reporting documents such as roster verification, learning outcome results, syllabi/section outlines, and submission of grades by the deadline set by the College.
- 8.5. College and Dual Credit Faculty teaching dual credit courses will verify the First Week Class Roster to validate all students who are enrolled in the dual credit class and refer students not on the roster to the appropriate School District counselor. Any student not listed on the Official 12th Day Verification Census Date Roster will not be enrolled in the dual credit course.
- 8.6. College faculty and Dual Credit Faculty teaching college-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate College or School District support services.
- 8.7. The School District will forward any concerns regarding Dual Credit Faculty or College faculty teaching the college-level course to the College Department Chair for investigation. To resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.

9. **FACILITIES, TEACHING ENVIRONMENT, COLLEGE COURSES:**

Dual Credit courses included in this Memorandum will be taught on the School District’s campus, the TJC campus, or by distance education. For Dual Credit courses taught exclusively to high school students on the high school campus and for Dual Credit courses taught electronically, Tyler Junior College shall comply with applicable rules and procedures for offering courses at a distance as related to *Approval of Distance Education Courses and Programs for Public Institutions* and *Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions*. In addition, Dual Credit courses taught electronically shall comply with the *Principles of Good Practice for Courses Offered Electronically*.

9.1. **FACILITIES:**

The School District will work with the College to ensure that the School District’s facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:

- 9.1.1. School District will ensure that College faculty and dual credit students have appropriate access to all available instructional resources and essential technology;
- 9.1.2. School District shall permit access to the College’s electronic learning resources when the course is taught at the School District; and
- 9.1.3. School District offering science courses shall meet the laboratory safety standards and have material/equipment that comply with College science program requirements.

9.2. **TEACHING ENVIRONMENTS**

The School District will ensure that the classroom environment is conducive to college-level learning by:

- 9.2.1. Designating a classroom for the college dual credit classes;
- 9.2.2. Displaying the signs provided by the College outside of the classroom that indicate “College Course is in Session”; and
- 9.2.3. Assuring no interruptions take place in the college dual credit class while in session, such as removing students for high school activities or making announcements except for official business or emergencies.

9.3. **COLLEGE COURSES**

- 9.3.1. Dual Credit courses must use the College’s approved Learning Management System and gradebook. Gradebook should be kept up to date weekly for students to maintain awareness of status in the course.

10. **TUITION AND FEES:** See Dual Credit Manual.

10.1.1. **INVOICING**

The College will invoice the School District for required tuition and fees according to the MOU for the applicable charges, as approved by the College Board of Trustees (ECHS, professors, low socio-economic agreements, etc).

10.1.2. **FACULTY CHARGES**

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, the School District will reimburse TJC for the professor’s cost and mileage from the TJC campus location to the location of the ISD. The College will invoice the School District for additional College Faculty when needed. Current semester costs for a part time adjunct are:

3 hour per week course per section - \$2004

4 hour per week course per section - \$2672

Mileage reimbursement is aligned with the IRS standard rate

The cost of a TJC faculty member might vary from the standard cost listed above based on the number of teaching overloads and annual salary of the professor as well as late notification of need for an instructor.

Payment of Tuition and Fees (Check all options below that apply to your institution):

Site agrees to pay full tuition and fees per each student enrollment.

Site agrees to pay half tuition of economically disadvantaged students and TJC pays half tuition.

Site agrees to pay half tuition and fees per each student enrollment.

_____ Site agrees that students shall pay full tuition and fees.

_____ Other arrangements (please list): _____

LATE REGISTRATION:

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 was responsible for not meeting the deadline.

Payment of Textbooks (Check each of the options below that applies to your institution):

- School District agrees to purchase textbooks, relevant instructional supplies, and Inclusive Access.
 School District agrees that students shall purchase textbooks and relevant instructional supplies.

11. BOOKS AND SUPPLEMENTAL MATERIALS:

- 11.1. All textbooks, equipment and supplemental materials required for classes, as determined by this agreement, are the responsibility of the School District and shall be the current textbook as adopted by the College.
- 11.2. Textbooks purchased by the School District for Dual Credit college courses taught as part of the Dual Credit academic program can be used for a minimum period of (3) years from the date of college adoption. In some cases, there is a two year cycle (government). Other options must be worked out in advance with the department chair. The ISD or the student is responsible for the books whether electronic or hard copy.

12. FUNDING

- 12.1. State funding for college courses offered for dual credit will be available to both the School District and TJC based on current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]
- 12.2. TJC may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language Dual Credit courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(2)]

13. HUMAN RESOURCES DEPARTMENT, DATA PRIVACY and SHARING AGREEMENT:

The School District will collaborate with the College to ensure that all School District Faculty applying to teach in the Dual Credit Program meet the credential requirements as stated in the College's Board Policy. The School District is required to submit all documents for the hiring process to the Human Resources Department and Department Chair, as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

- 13.1. Any non-academic complaints or concerns against or removals of Dual Credit Faculty teaching a College course are required to be reported to the appropriate Department Chair, Dean, and the College's Office of Human Resources to the attention of Human Resources Assistant Director of Employee Relations and Compliance for investigation.
- 13.2. The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy, Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
- 13.3. The College and the School District will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- 13.4. Any termination or suspension of employment with the ISD will automatically cause termination or suspension from the College.

14. INSTRUCTIONAL CALENDAR:

The School District will comply with TJC's instructional calendar including beginning and ending dates as well as grade submission timelines.

15. **MODIFICATION OF AGREEMENT:**

This MOU may be amended by mutual written agreement of both parties.

16. **TERMINATION OF AGREEMENT:**

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.

17. **INDEMNIFICATION:**

TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITY HAS BY LAW OR EQUITY.

18. **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.

19. **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*.

20. **CONFIDENTIALITY AND SAFEGUARDING 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.

21. **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.

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

23. **COMPLIANCE WITH LAW:**

The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District's response to TJC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

24. **TOBACCO POLICY:**

TJC provides a friendly, tobacco-free environment at all of its campuses and satellite facilities.

25. **WEAPONS POLICY:**

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

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

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


26. **LIMITATIONS:**

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

27. **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 of 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 _____ 2018.



Dr. Mike Metke, Chancellor
Tyler Junior College

Kim Tunnell, Superintendent
Mineola Independent School District



President, Board of Trustees
Tyler Junior College

President, Board of Trustees
Mineola Independent School District

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

EXHIBIT A
Tuition and Fees for Dual Credit Students
For FY 2018-2019
(Fall 2018, Spring 2019, Summer 2019)

	Dual Credit	Online	TJC Main	FY 2018-2019
DUAL CREDIT TUITION/FEES:				
Fee for students attempting a course three or more times	X	X	X	\$75 per credit hr + tuition/fees
Late Processing Fee per course per student after Census Day	X	X	X	100.00
DIFFERENTIAL TUITION OFFERED ON A TJC CAMPUS				
Culinary Arts	X		X	Additional fees apply
Emergency Medical Technology				
				Additional fees apply
EMSP 1166 –Emergency Medical Technology/Technician Practicum	X	X	X	298.00
EMSP 1167-- Emergency Medical Technology/Technician Practicum	X	X	X	388.00
COURSE INCLUSIVE ACCESS FEES:				
ACCT 2301-Principles of Financial Accounting	X	X	X	105.00
ACCT 2302-Principles of Managerial Accounting	X	X	X	105.00
ACNT 2311-Managerial Accounting	X	X	X	105.00
BCIS 1405-Business Computer Applications	X	X	X	75.00
BIOL 1322-Nutrition and Diet Therapy	X	X	X	80.00
COSC 1301-Introduction to Computing	X	X	X	100.00
HITT 1305-Medical Terminology		X	X	68.00
HUMA 1301-Introduction to Humanities		X		60.00
WLDG 1204 Fundamentals of Oxy-Fuel Welding and Cutting	X		X	15.00
DUAL CREDIT REIMBURSEMENT OF COSTS:				
School Districts Requesting TJC Faculty to teach Dual credit courses per course per semester				Recovery of faculty salaries, fringe benefits, mileage and other associated costs and processing fees

EXHIBIT B
Course Request Form
For FY 2018-2019
(Fall 2018, Winter 2018, Spring 2019, Summer 2019)

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PLEASE ATTACH A COPY OF YOUR COMPLETED
COURSE REQUEST FORM
FOR EACH SITE IN YOUR DISTRICT.