



**Memorandum of Understanding  
Dual Credit Program  
2020-21**

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 **Bullard Independent School District**, a Texas political subdivision (hereinafter called "the School District" or "the High School"), acting by and through its Superintendent.

**I. 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 eligible students. Operational policies and procedures are contained the in the *Dual Credit and ECHS Procedures Manual 2020-21*.

**II. GOALS**

**A. GOAL 1:** Independent school districts and institutions of higher education 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.

1. Update the website at [www.tjc.edu/dualcredit](http://www.tjc.edu/dualcredit) to include information regarding benefits to students, such as cost, convenience, access, transfer of credit.
2. Develop collaborative information sessions for students and parents at TJC and the School Districts.

**B. GOAL 2:** Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

1. Collect data regarding retention, persistence and semester credit hours to degree.
2. Develop pathway maps combining high school endorsements with college degree and certificate pathways.

**C. 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.

1. Develop and market a student support guide, including all services available to students at TJC.
2. Provide access to advising, disability services and tutoring for dual credit students through collaboration with the high school counselors.
3. Develop a TJC report including enrollment and degree completion disaggregated by student sub-population.

**D. GOAL 4:** The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

1. Academic Advisory Committee: a committee comprised of TJC faculty, deans, and department chairs will develop processes and procedures to ensure academic integrity of college courses, including content, instruction and rigor.
2. High School Accountability Committee: a committee comprised of school district designated representatives, including a cross-sampling of larger and smaller public and private school districts will meet to develop and assess accountability measures implemented at all dual credit and ECHS sites.

### III. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

#### A. GOVERNANCE

1. **TEXAS ADMINISTRATIVE CODE:** Governance of Dual Credit is provided in Texas Administrative Code (TAC), Title 19, Part 1, Chapter 4, Subchapter D. .  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=5&ti=19&pt=1&ch=4&sch=D&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=4&sch=D&rl=Y)
2. **LEADERSHIP TEAM:** A Leadership Team will be developed and comprised of an agreed upon number of representatives of TJC and the School District. The team will work to meet mutual benchmarks and goals regarding the Partnership Agreement (MOU), curriculum and student support services, academic rigor and readiness, community partnerships and the college culture. The Leadership Team will address issues of compliance with the MOU, sustainability, including budget and cost arrangements, regional and national partnerships, and planning for leadership change in the district or College. The Leadership Team may make reports, as requested, to their respective boards.
3. 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. INSTRUCTIONAL CALENDAR:** The instructional calendar of all dual credit sites will contain and reflect all of the College's major holidays and campus closings. All dual credit 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.

#### C. COURSES AND CURRICULUM

1. **PROVISION OF ELIGIBLE COURSES:** The School District will provide all courses for high school only credit. The College will award transcript credit for dual credit courses that have been approved by TJC and the School District. Provided courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the college level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses.
2. **COMPOSITION OF CLASS:** Dual credit courses may be comprised of dual credit students only or of dual credit and college credit students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions outlined in the TAC, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed below:
  - a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
  - b. If the high school credit-only students are College Board Advanced Placement students. (ACGM and WECM student learning outcomes for the College course will supersede additional content required for College Board advanced placement exams.)
  - c. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits.

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If 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*.

3. **DEGREE PLAN:** The College will approve core curriculum, Associate of Arts, Associate of Science, and Associate of Applied Science degrees and Certificates in which dual credit students may enroll. Dual credit students may only take courses which are part of the core curriculum, a career and technology education course, or a foreign language. Career Planning and Academic Advising will guide students toward selection of a degree plan. Students must declare a major and receive advising after taking 15 hours of college credit.
4. **COURSES OF STUDY AND CURRICULUM:** TJC and the School District shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete hours toward the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC Sub. D, 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 core and be part of the student's declared major.
  - a. The School District will provide students with academic, social, and student support services in the high school course of study.
  - b. The School District is responsible for ensuring that state course requirements for high school graduation are fulfilled.
  - c. The School District will provide students access to instructional materials on or before the first class day according to the College academic calendar.
  - d. The College will provide students with academic and student support services for the college-level course of study.
  - e. The College shall ensure that curricula offered for college credit and comparable courses offered by the College are equivalent with respect to the curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. (TAC Sub. G, Rule 4.157)
  - f. The College will regularly update the high school counselor and principal regarding College curricular changes.
5. **COLLEGE COURSES:**
  - a. Dual credit courses under the governance and assessment of TJC are college level classes in curricula, content, rigor, grading and weighting, and instruction during the College term, which may provide both college transcript credit and high school credit.
  - b. Dual credit courses must follow the TJC departments' established syllabi, as well as the grading/weighting of assignments, exams, labs and projects to maintain the academic integrity and rigor of the college course.
  - c. The School District may not impose additional curricular requirements on the college class or the instructor of record for the college course.
  - d. Dual credit courses use the College's approved learning management system and gradebook. The gradebook must be kept up to date weekly for students to maintain awareness of status in the course.
  - e. All evaluations and observations of TJC College classes and dual credit professors must be completed by a TJC department chair or faculty member designated by the department chair. School District evaluations taking place cannot change the college curriculum, rigor, grading, weighting or pedagogy.
6. **COURSE COMPLIANCE:** Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the standards established by TJC. Regardless of location, dual credit courses will be equivalent in all aspects. Syllabi, course outlines, and departmental



requirements will be completed by the College as determined for courses that are offered for college credit. Coursework is expected to be college level and not include additional high school assignments or projects.

7. **TRANSCRIPTION OF CREDIT:** The College and the School District will transcript dual credit courses for both college credit and high school credit, respectively, immediately upon student completion of the performance required in each course and the professor entering grades by the submission deadline.
8. **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The School District shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state. In addition, The School District must administer the Texas Success Initiative (TSI) college placement exam beginning with (9<sup>th</sup>) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able to do so.

#### **D. FACULTY**

1. **PROVISION OF FACULTY:** The School District will provide and be responsible for evaluation and assessment of instructors and staff for high school credit-only courses conducted at the High School. The College will credential and where appropriate provide instructors for all dual-credit courses, provided each class meets the minimum (10) and maximum allotments as indicated in the *Dual Credit and ECHS Procedures Manual*. Internet classes without the minimum of ten students may be paired with an internet section from another TJC section in order to provide the course and faculty.
2. **HIRING AND SELECTION OF FACULTY:** The College shall select and/or approve instructors of all college-level curricula offered for college credit in a School District. 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). All college-level faculty 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 provide and 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 Campus. (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 are responsible to both the College and the School District as follows:
  - a. The College governs the curriculum, content, rigor, textbook, resources, grading/weighting, instruction, and evaluation of college-level teaching.
  - b. The School District governs all non-academic and School District aspects of employment.
  - c. Faculty of college credit courses are required to follow the departmentally established syllabi, timelines and weighting of course assignments/ testing/labs to maintain the integrity of college courses. Dual credit must attend College Department meetings as required by the Department Chair.



5. HUMAN RESOURCES: The School District will collaborate with the College to ensure that all School District Faculty applying to teach dual credit courses meet the credential requirements as stated in the College's Board Policy Manual (DBA-Regulation). The School District is required to agree to full information sharing in the event of an investigation of a personnel matter regarding Dual credit Faculty.
  - a. Academic complaints or grievances against any dual credit faculty member should follow the TJC Grievance policy in the TJC Board Policy Manual (FLDB-Regulation).
  - b. Complaints or concerns against or proposed removals of dual credit faculty teaching a College course are required to be reported to the Director of School District Partnerships as well as 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 (DL-Regulation).
  - c. The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy, Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
  - d. The College and the School District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter.
  - 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. As the credit granting authority of the college course, TJC retains the right to approve, reassign, and/or end association with credentialed faculty teaching its courses.
  - f. Any termination or suspension of employment with the School District will automatically cause termination or suspension from the College.
  - g. TJC reserves the right to end association with any dual credit professor employed by the School District who refuses to abide by TJC departmental and College standards, who continues to exhibit poor performance, receives poor evaluations, and/or violates TJC Board Policy, processes and/or procedures.
  - h. TJC acknowledges and understands that nothing in this MOU is intended to give TJC any authority to employ or release any employee of the School District from the School District, and that any decisions regarding the employment of School District employees may only be made by, and are at the sole discretion of the School District.
  
6. PROFESSIONAL DEVELOPMENT FOR DUAL CREDIT FACULTY: The School District and TJC shall provide opportunities for dual credit faculty and higher education faculty to collaborate through planning, teaching, and professional development. The College requires all dual credit Faculty to complete professional development requirements of Adjunct Faculty in compliance with Board Policy (DK-Regulation). Additionally, dual credit faculty employed by the School District may be provided by TJC:
  - a. A full-time TJC Faculty mentor to assist with College procedures and standards.
  - b. Annual dual credit professional development sessions.
  
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 Board Policy and as found in the Addendums of this MOU, 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. **GRADEBOOKS:** Faculty are required to maintain college credit grades in the current gradebook system of the College. Faculty are required to complete TJC's online or face to face gradebook training before classes begin. All full time and adjunct faculty are required to maintain 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.
  - c. **GRADE REPORTING:** All full-time, adjunct, and dual credit faculty are required to report final semester grades according to the TJC Academic Calendar. Faculty are not required by the College to report 6-week or 9-week grades. Faculty must maintain letter and numeric grading for the College and the School District, respectively.
  - d. **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.
  - e. **SICK LEAVE:** Faculty requiring 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/TJC adjunct, it is the responsibility of the School District to inform the appropriate Department Chair or Dean within 24 hours.
- E. GRADING PERIODS AND POLICIES:** Semester grades and grading policies are outlined in each professor's course syllabus and posted in the online learning management system as well as on the College website. Dual credit students will be informed by the course instructor regarding academic progress/grade status prior to the Last Day to Drop/Withdraw deadline at the College. Students should speak with the course instructor, request support services, including tutoring, prior to withdrawal from the college course. Dual Credit students struggling to maintain a passing grade should weigh the pros and cons of withdrawing from the class. Withdrawal from the college course does not result in a withdrawal from the high school course. School District personnel are responsible for advising dual credit students concerning academic progress in the high school component of the program. The School District may request a grade report from students, if necessary.
- 1. **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. All transcript corrections are updated prior to the next grade reporting period. It is the responsibility of the College Registrar to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met. Grade reports to the School Districts will occur within one week of the end of the semester.
  - 2. **WEIGHTING, GPA, AND ACADEMIC STANDING:** The School District shall determine the weighting system of college grades for the dual credit student's final high school grade point average (GPA). Dual credit students are expected to meet academic standards for coursework completed through TJC as defined in the College's Academic Catalog. Dual credit students placed on Academic Probation may enroll in summer and short-term sessions at their own personal cost for the purpose of raising their cumulative GPA to the level required for Good Standing. Please



note: 3- and 4-week terms are instructed at a very accelerated pace and this learning method might not be best for all students.

3. **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 School District, respectively.

Grade	Interpretation	Grade Points Per Semester Hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not Computed
W	Withdrawal	Not Computed

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

#### **F. STUDENT ENROLLMENT REQUIREMENTS AND ACADEMIC POLICIES:**

1. **STUDENT ELIGIBILITY:** Students in grades 9-12 accepted to the TJC Dual Credit Program are eligible to participate in dual credit courses within their declared major upon meeting the minimum passing scores on the Texas Success Initiative exams (TSI) or the assessment instruments as listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, §4.85.
2. **ENROLLMENT PROCESS:** The College will assist with enrollment for all dual credit students eligible for dual credit courses. Dual credit students must follow the College's Admissions, Advising, and Registration requirements as stated in the College Catalog found on the TJC website, the *TJC Dual Credit and ECHS Procedures Manual*, and guidelines found on the TJC Dual Credit and Early College website: <https://www.tjc.edu/dualcredit>.
3. **CONTINUED ENROLLMENT:** Enrollment in dual credit courses is contingent upon the following:
  - a. A dual credit student will maintain academic standards for coursework completed through TJC in compliance within the TJC Catalog and Federal Financial Aid SAP requirements.
  - b. A dual credit student who is indebted to TJC for any reason will not be allowed to register until all financial obligations due to the College are cleared.
4. **COURSE OFFERINGS:** The School District administrator's office and Counseling Center, working with the College's Office of School District Partnerships, will maintain a schedule of courses that will be offered to dual credit students for planning and advising and will share information regarding student enrollment.
5. **STUDENT ATTENDANCE POLICIES:** Dual credit students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between the School District, the College and the Texas Higher Education Coordinating Board (THECB). Students absent from TJC classes due to competitive athletic events and/or competitive academic extracurricular high school activities abide by the same policies as all other

TJC students in giving prior notice to the professor and submitting or completing assignments before the absence. [https://www.tjc.edu/downloads/file/1490/student\\_handbook](https://www.tjc.edu/downloads/file/1490/student_handbook)

6. **STUDENT CONDUCT:** Dual credit students will be required to adhere to the regulations of the College regarding facilities and equipment usage, TJC and School District codes of conduct and policies, and are subject to appropriate action taken by the School District and the College. [https://www.tjc.edu/downloads/file/1490/student\\_handbook](https://www.tjc.edu/downloads/file/1490/student_handbook)
7. **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. Early College students with complaints shall follow the procedures as stated in the **Student Grievance or Complaint Procedures** as published in the College Student Handbook. [https://www.tjc.edu/info/20017/consumer\\_information/267/grievance\\_and\\_complaint\\_procedures/1](https://www.tjc.edu/info/20017/consumer_information/267/grievance_and_complaint_procedures/1)
8. **WITHDRAWAL FROM THE SCHOOL DISTRICT:** Students withdrawing from the School district will be dropped from all college courses, unless a written request to remain in the course(s) is made to the TJC Office of School District Partnerships. Students transferring high schools may request to complete current dual credit courses as part of the school transfer, provided the transfer school will accept the credits.

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

1. **SERVICES FOR STUDENTS:** Specific services, programs, and activities that may be used by dual credit students include the following: Academic Advising, Apache Access, Apache Alerts and the Immediate Notification System, Career Planning, Computer Lab Center/Technical Assistance Center, Computers and Information Technology Service Desk, Degree Works, Distance Education (Online Degrees Website, Testing, Surveys, Calling Online Students), Google Apps, Student Support Services (Counseling, Disability Services, Tutoring, Testing Services, University Transfer Center, Vaughn Library/Learning Resource Center), and Student Programs and Activities (Athletic Events, Honor Societies, Ornelas Health and Physical Education Center). Students may access the following services at the dual credit site (all delivered primarily electronically unless otherwise noted): Academic Advising (delivered in person and/or online), Apache Access, Apache Alerts and the Immediate Notification System, Technical Assistance Center, Information Technology Service Desk, Degree Works, Distance Education Resources, Google Apps, and Vaughn Library Learning Resources.
2. **ADVISING:** Dual Credit and ECHS advising services should predominantly be provided by the school district high school counselor in partnership with TJC advising, where both shall offer access to college advising services and registration assistance. 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 and confirmation of final coursework.

The College will provide academic and workforce advising consistent with the policies of the Office of Academic Advising. [https://www.tjc.edu/info/20025/academic\\_advising/](https://www.tjc.edu/info/20025/academic_advising/)

The School District will provide information to TJC to verify student eligibility to enroll in dual credit courses.

3. **DISABILITY SERVICES:** The College and the School District will adhere to the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. Accommodations for a dual credit student will be reviewed after the student has requested



accommodations through his/her Apache Access (Campus Life, Support Services, Request Accommodations) then meets with the Director of Disability Services or College designee 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. <https://www.tjc.edu/Disabilities/>

4. **TUTORING:** The College provides free tutoring to all TJC students in a face-to-face and online format. All tutors have been trained and are eager to help students succeed in college. To schedule an appointment, call 903-510-2577. The Apache Tutoring Center is located on the 2<sup>nd</sup> floor of the Vaughn Library. The Apache Tutoring Center also offers interactive student workshops on becoming better writers, readers, and college students through improving their study habits. <https://www.tjc.edu/info/20044/tutoring>
5. **EQUIPMENT AND SUPPLEMENTAL MATERIALS:** The School District must provide lab equipment, required workforce equipment, software, materials and supplemental materials needed for students taking dual credit courses on or before the first class day.
6. **TEXTBOOKS AND DIGITAL RESOURCES:** The School District must indicate below who will provide textbooks (printed or digital resources) for college courses. The College approves and updates textbooks as indicated in TJC Board Policy. The following procedures must be strictly observed:
  - a. The College Office of School District Partnerships must provide the School District a list of approved textbooks, digital resources and supplemental materials for the following academic year by May 1.
  - b. Students attending classes on the College campus or via internet must have the current text and materials as required for all TJC students enrolled in the course.
  - c. Textbooks and materials purchased by the School District for college courses on the High School campus may be used for a period of up to three (3) years from the date of purchase if bought in the first year of the approved cycle. If the text is not purchased in the first year of the three-year cycle, the textbook will be approved for the remaining years of the cycle.
  - d. In some cases, there is an annual or two-year cycle. It is the School District's responsibility to verify the textbook being ordered is the most recently approved text. Verification is made through the appropriate Department Chair.
  - e. In limited circumstances, School Districts may request an alternate text of equal or greater rigor, provided they complete and receive approval using the *Alternate Textbook Request Form* according to the procedures in the *TJC Dual Credit and ECHS Procedures Manual* and received by May 31 prior to the new academic year. TJC will respond to the School District by June 30.

**H. FACILITIES AND TEACHING ENVIRONMENT:** 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*.

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:
  - a. The School District will ensure that College faculty and dual credit students have appropriate access to all available instructional resources and essential technology;



- b. The School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
  - c. The School District shall meet the required safety standards and have material/equipment that comply with College science or workforce program requirements.
2. TEACHING ENVIRONMENTS: The School District will ensure that the classroom environment is conducive to college-level learning by:
    - a. Designating a classroom for the college dual credit classes;
    - b. Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities or making announcements except for emergencies.
    - c. Meeting each course for the appropriate number of college contact hours.
- I. **FUNDING, COSTS AND SAFETY**
1. FUNDING AND AVERAGE DAILY ATTENDANCE (ADA): State funding for college courses offered for dual credit will be available to both the School District and TJC based on current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
  2. TUITION AND FEES: The College charges a flat tuition rate for dual credit courses. This rate may be paid by the School District, the student, or both. The School District will be provided a *Tuition and Fee Agreement* form on which to indicate payment terms. If the School District does not indicate preference on the *Tuition and Fee Agreement*, the College will assume that the School District pays all tuition and appropriate fees. The College does not waive tuition and fees for courses that have already been successfully completed (repeat courses). The student assumes responsibility for full tuition and fees for repeated coursework. A signed *Tuition and Fee Agreement* is required prior to the offering of dual credit courses at a high school.
  3. INVOICING- The College will invoice the School District that sponsors the student for applicable charges.
  4. LATE REGISTRATION FEE: A fee of \$100 per class will be assessed for each student enrolled after the College's first day of classes when it is determined that the student or school district was responsible for not meeting the deadline.
  5. FACULTY COSTS: The School District will assume responsibility for payment of full and part-time School District instructors. The School District assumes responsibility for 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 High School. The mileage reimbursement rate is equivalent to the Internal Revenue Service mileage rate in effect at the time of travel. *The cost of a TJC faculty member will vary based on the teaching load and annual salary of the faculty member.*
  6. 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 guidelines and operational procedures of the School District and the regulations of the College as well as any other agreements between the two entities. The safety and security of the student is the responsibility of the campus on which the student is located. When on the TJC campus, TJC safety and security policies will be followed. When on the High School campus, the School District safety and security policies will be followed.



## J. CONFIDENTIALITY, STUDENT RECORDS AND DATA SHARING:

1. FERPA: In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL. FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under §99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review and education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.
2. CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS: 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 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 Memorandum of Understanding (MOU), (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.
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 (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.

6. **DATA 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 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 students' graduation plans. When applicable, TJC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data.
7. **PROVISION OF DATA:** The School District and TJC will collect, review, and share via secure method, the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT; CLEP, TSI readiness by grade level; qualifications of the dual credit staff; location(s) where courses are taught, final semester grades; and any other data needed to provide appropriate services for the student's education. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: TJC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.
8. **POINTS OF CONTACT:** The School District will provide the College with a District-level point of contact, as well as a campus-level point of contact. TJC's Director of School District Partnerships will be the primary point of contact for all dual credit data collection for the College.
9. **STUDENT GRADES:** The TJC Registrar will be responsible for collection and sharing of all student grades.
10. **SURVEYS:** When selected, the School District's dual credit students enrolled in dual credit courses will participate in instructional success and facility satisfaction surveys and other local or national surveys administered to the School District's students.
11. **COLLEGE RECORDS AUTHORIZATION:** A student may authorize the parent(s) to view and discuss his or her grades, attendance, and other necessary information, the parent(s) will be allowed to confer with TJC faculty, administration and employees. This authorization release is accepted with submission of the Student/Parent Consent form on the TJC Dual Credit website. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL.
12. **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a dual credit course, the dual credit student's information will become part of the College's student directory information and subject to the Texas Public Information Act. Students will be able to designate release of directory information at both the College and School District. Collecting and sharing data between the



College and the School District will follow College and the School District procedures and policies to provide support for decision making processes.

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

- A. **SUSTAINABILITY:** The School District and TJC will develop a plan for yearly evaluation of the dual credit program that will include, but is not limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.
- B. **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.
- C. **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** This MOU, for the operation of SCHOOL DISTRICT will be in effect through August 31, 2021, pending continued approval. This Agreement will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for a successive one (1) year term. During any fiscal year, the College and/or the School District reserves the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the discontinuation process of the School District, as outlined in this MOU, have been fulfilled.
- D. **SEVERABILITY:** If any clause or provision of this Memorandum of Understanding is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in the event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- E. **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.
- F. **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

<b>Tyler Junior College</b>	<b>Bullard Independent School District</b>
Dr. Juan Mejia, President	Mrs. Jan Hill, Interim Superintendent
1400 E. Fifth Street	1426 S. Houston St.
P. O. Box 9020	Bullard, TX 75757
Tyler, TX 75711	
- G. **TEXAS LAW TO APPLY:** This MOU shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Smith County, Texas. TJC agrees that it will not file any lawsuit against the School District

without first having exhausted the complaint procedure outlined in the *School District Board Policy Manual*, which is hereby amended for purposes of this MOU to provide ninety days for the filing of an initial complaint.

- H. **FORCE MAJEURE:** Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by *force majeure*, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or *force majeure*, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.
- I. **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.
- J. **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.
- K. **COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION):** In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1<sup>st</sup>. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903.
- L. **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.
- M. **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.
- N. **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.

- O. TOBACCO FREE POLICY: TJC provides a friendly, tobacco-free environment at all of its sites and satellite facilities.
- P. 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.

- Q. 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.

**V. SIGNATURES**

**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.

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

**TYLER JUNIOR COLLEGE**

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

By: \_\_\_\_\_  
Mike Coker, President, Board of Trustees, Tyler Junior College

**BULLARD INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent of Schools or designee, Bullard Independent School District

By: \_\_\_\_\_  
President, School Board of Trustees, Bullard Independent School District

- Addendum 1 Tuition and Fee Agreement and Rates
- Addendum 2 Leadership Team Agreement
- Addendum 3 Crosswalk Academic
- Addendum 4 Crosswalk Technical
- Addendum 5 TJC Core
- Addendum 6 Course Exception Report Memorandum
- Addendum 7 Legal Web Links
- Addendum 8 Dual Credit Course Maximums