

MEMORANDUM OF UNDERSTANDING

Between
FIRST COAST TECHNICAL COLLEGE
and the
SCHOOL BOARD OF CLAY COUNTY, FLORIDA

This agreement between First Coast Technical College (FCTC) and the School Board of Clay County, Florida (Board) outlines the partnership for the operation of a training program in Welding at Orange Park High School (OPHS).

The course will be offered Monday, Tuesday, and Wednesday evenings from 4:00 p.m. to 7:00 p.m. on a calendar of dates that will be created by FCTC to match the Board's instructional school year. To be enrolled in the program, secondary students must meet the criteria set forth in FCTC's Dual Enrollment Policy (Attachment A) and complete FCTC's High School Student Application. Adult students may also be enrolled according to FCTC's normal program requirements.

Term, Amendment and Termination

1. **Term of Contract.** This Contract shall commence on August 30, 2010 and shall end on June 30, 2011. This Contract may be renewed on a yearly basis. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance as determined by FCTC and Board. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial Agreement.
2. **Amendment.** FCTC and Board agree that the terms of this Agreement may be revised at any time only by formal written amendment to this Agreement executed by both parties hereto.
3. **Termination of Contract.** Either party may terminate this Agreement by providing 30 days written notice to the other party, with said termination to be effective at the end of the current semester so that students do not lose potential high school credit.

Instruction

1. The course instructor(s) and curriculum must be approved by FCTC in order to maintain program quality consistent with the college's standards.
2. The course instructor(s) will be an employee of the Board and the instructor's salary and any related benefits will be the responsibility of the Board.
3. The instructor to student ratio must follow the American Welding Society (AWS) guidelines.
4. Instructional materials and supplies will be provided by the Board.
5. Instruction must follow the curriculum frameworks as set forth by the Florida Department of Education as well as NCCER and AWS welding curriculum

Administrative Duties

1. The instructor will assist prospective students in completing all required applications and deliver materials to FCTC prior to the student beginning class.
2. All students must complete a TABE test and scores must fall within the appropriate range for the Welding program. The Board will administer the test and provide scores to FCTC.
3. Adult students requiring financial aid must visit an FCTC campus and complete all required paperwork prior to beginning class if they are requesting a fee deferment.
4. The instructor will be responsible for maintaining current attendance records, student grades, and student attainment of industry certification and occupational completion points. This information will be provided no less than twice-monthly to FCTC and the Board.

Student Tuition and Fees

1. Dual-enrolled students are exempt from any and all fees.
2. Adult Students will be required to pay the following tuition and fees based on FCTC's approved schedule:
 - a. Matriculation (tuition)
 - b. Financial Aid Fee Trust Fund
 - c. Capital Improvement Fee
 - d. Laboratory Fee
 - e. Activity Fee
3. All Tuition and Fees are subject to the FCTC Refund Policy (Attachment B).

Compensation

1. Revenues from post-secondary student tuition and fees will be shared.
2. FCTC will collect all fees with the assistance of the course instructor and the Board.
3. FCTC will provide the Board with a summary of fees collected once student drop and refund periods for the term have expired.
4. After receiving the summary of fees collected, the Board will invoice FCTC for the Board's share of revenues according to the following schedule:
 - a. Seventy-five percent (75%) of all Matriculation Fees (tuition).
 - b. One-hundred percent (100%) of the Laboratory Fees.
5. FCTC will retain all other revenue.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed as of the day and year first above set forth.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

FIRST COAST TECHNICAL COLLEGE

Date 11-16-10
Chairman
School Board of Clay County, Florida

Date
Christine L. Cothron
President
First Coast Technical College

Attachment A

FCTC Dual Enrollment Policy

1. Student must complete Dual Enrollment Approval/Registration Form including all required signatures.
2. Student must be in 11th or 12th grade.
3. Students must have a 2.5 unweighted GPA and demonstrate readiness for career-level coursework in order to dual enroll in career certificate programs.
4. Students must take the TABE test and the results will be used with other information such as interviews, transcripts, references, guidance and teacher of record recommendation.
5. Student must be a returning student and have maintained a "C" or better in selected dual enrollment program.
6. Assessment (TABE) testing prior to entry is recommended but in all circumstances, must occur within 6 weeks of program entry.

Attachment B

FCTC Refund Policy

If tuition and fees are collected in advance of the start date of classes and the student does not begin classes (is considered a "No Show") or withdraws prior to completing 25% of the grading period/course, not more than \$100 of the tuition and fees will be retained.

Refunds, when due, shall be made within 30 days (1) of the date when instructor submits withdrawal notification, or (2) from the date that we terminate the student or determine withdrawal by the student.

Written requests for refunds are not required.

Fees and other costs are refundable only as stipulated under the following criteria.

1. All Categories of Fees: If a procedural error occurs, verified by the FCTC Business Office and approved by the President, the appropriate refund will be made within 30 days from the date the error is discovered.
2. All Categories of Fees: If the College cancels the test or course, 100% of all fees paid will be refunded within 30 days of the start date of the test or course.
3. Matriculation, Laboratory and Special Charges Fees:
 - a. If a student does not enter the program/course for which enrolled, the refund shall be 100% of the fees paid. Application and registration fees are not refundable. Refunds will be made within 30 days of the planned start date of the program/course.
 - b. Mini or Short Term Courses (i.e. Childcare courses): If tuition and fees are collected in advance of the start date of class and the student does not begin class but gives at least 48 hours notice, a full refund will be given less the registration fee. If a student fails to give proper notice, no refund shall be given. Program Directors will track students and notify the Business Office when a refund should be initiated.
 - c. Community Education Courses: If tuition and fees are collected in advance of the start of class and the student does not begin class but gives at least 48 hours notice, a full refund will be given less the registration fee. If a student fails to give proper notice or withdraws after 48 hours of the first class meeting, no refund shall be given. The Supervisor of the specific class will track students and notify the Business Office when a refund should be initiated.
 - d. Students who have not visited the school facility prior to enrollment will have the opportunity to withdraw without penalty, within three (3) days following either attendance at a regularly scheduled Orientation or following a tour of the facilities and inspection of the equipment.
 - e. No refunds will be made on books and supplies sold through the Bookstore unless they are unused, current, needed for resale, and the purchase receipt is provided. The request must be made within 10 working days of the purchase of the books or supplies.

In unusual or extenuating circumstances beyond the student's control, a student may appeal for a refund of matriculation and/or laboratory fees to the Chief Financial Officer.

If the decision at this level is not acceptable, the student may appeal to the President.
A copy of the complete FCTC Fee Policy is available from the Business Office.