

**Technology Support Addendum
2023-2024**

All technology contractual agreements and requests specific to ECHS & P-TECH environments on Dallas College properties are to be coordinated through the ISD central technology departments and delivered to **College ISD Digital Engagement and Technology Support**. The following terms of collaborative responsibilities supersede other existing technology contractual agreements associated with all College locations.

Technology Support Responsibilities of College to ECHS & P-TECH programs at College Locations:

- 1) College Network Infrastructure Services, Risk Assessment and College Campus IT Services will be responsible for the evaluation of ISD technology requests specific to ECHS environments at College locations prior to the approval for modifications and/or installations to ensure the integrity of the network infrastructure, information security and service quality.
- 2) To ensure compatibility with College environment, College shall provide the ISD with information that meets the required minimum standards for instructional technology.
- 3) Complying with College Standards for technology setup, College shall provide ECHS and P-TECH students access to College network. College shall provide ECHS and P-TECH faculty access to College network, instructor station computers, and AV system in all College classrooms and laboratories utilized for ECHS and P-Tech courses.
- 4) College shall provide ECHS & P-TECH students access to applications and software required by college-level dual credit courses.
- 5) College shall be responsible for the cost, repair, storage and maintenance of College's technology property, equipment, and infrastructures placed or installed in College buildings and utilized by ECHS & P-TECH students, faculty and staff.
- 6) Included in the ECHS Facilities Fees, College shall be responsible for the following approved services during the period of this agreement:
 - The installation of approved data cable and drops, up to 25 units annually, for approved ISD equipment connecting to College network;
 - Approved existing numbers and locations of College telephones and up to 10 units for each new ECHS physically located at College locations.
- 7) In designated ECHS & P-TECH administrative areas, College will be responsible for providing the approved usage of College network and operational functions of the core network equipment and backbone systems based on College Standards.
- 8) When requesting generic technical support of the College's Help Desk, College shall provide ECHS administrators/staff/faculty reasonable time lengths of service based on the availability of College IT personnel.
- 9) With prior approval, College is responsible for providing the ISD escorted access to College system or security areas for maintaining operational functions of ISD devices/equipment and network infrastructure.

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- 10) College shall provide ECHS and ISD the unified process for technology support requests with:
 - College ISD Digital Engagement and Technology Support as the main contact point,
 - assigned specific time lengths for completing each project request, and
 - designated personnel providing services where possible.

Technology Support Responsibilities of the ISD to ECHS & P-TECH Environments at College Locations:

- 1) ISD, ECHS & P-TECH faculty and staff shall comply with the following College policies:
 - College Standards for technology setup in all College classrooms and laboratories and the requirements of classroom restoration to the original setup at close of day.
 - College Computer Use Policy and Regulations and the possible outcome of removed access to College network infrastructure due to compliance failure.
- 2) The ISD shall be responsible for providing portable instructional devices to ECHS and P-TECH faculty and students in College classrooms, if needed. ECHS and P-TECH faculty and staff shall be responsible for the storage and maintenance of ISD technical devices.
- 3) Prior to scheduling a technical modification/installation at College locations, ISD central technology departments shall comply with College official request protocol to obtain a written approval from College.
- 4) With prior written approval, the ISD will be allowed to install the ISD network in designated ECHS & P-TECH administrative areas contracting with College identified /Panduit-certified vendors. The ISD shall be responsible for the cost of installing ISD networking equipment.
- 5) If damage to College's existing system and equipment occurs caused by modifications or installations described above, ISD and vendors will be responsible for the cost and repairs or replacements.
- 6) To ensure federal requirements are met for information security, ISD shall accept College's risk assessment requirements in regard to the installation/modification of technical hardware and software, and provide a standard naming convention for identification of ISD-issued computing devices connecting to College network infrastructure via wired or wireless networks.
- 7) For the safety of all students, ISD technical staff and vendors shall comply with College official check-in protocol with the designated College staff at Campus Police College IT, Facilities, or other offices before carrying out duties at College locations.
- 8) For obtaining access to IDF/MDF closets at College locations, the ISD shall provide College ISD Digital Engagement and Technology Support a minimum of 24-hour notification to acquire approval and escorted access.
- 9) ECHS & P-TECH administrators and staff shall follow College's process for technology support requests.
- 10) The ISD is responsible for the maintenance and providing the vendors required information to maintain operational functions of the ISD devices/equipment and network infrastructure at College locations.

Payment of Services:

1. For courses taught at a High School facility utilizing High School teachers who are qualified by Dallas College using Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standards to teach college level courses, Dallas College shall pay as follows:
 - a. A minimum class size of 15 students per section is required for Garland ISD to receive payment from the College. Compensation will be paid at \$1,000 per section. There is no pro-rating for classes with less than 15 students and no payment to Garland ISD will be made for classes with less than 15 students. A typical credit course can vary from 1 to 5 credit hours depending upon the course requirements.**
 - b. Actual attendance is based on the census date for state reporting, which is the College's 12th class day for 16-week and 10-week classes. For an 8-week session, the census date and certification of attendance is based on the 6th class day. For 5-week sessions, the census date and certification of attendance is based on the 4th class day.
 - c. College will pay Garland ISD at the end of the semester(s) or academic year. The total compensation that College pays Garland ISD under this Agreement with College shall not exceed \$430,000 for the Initial Term. Provided, further, that the total compensation paid by the college under the Initial Term and any Renewal Terms, if any, in the aggregate, shall not exceed the sum of \$1,290,000.
2. College's performance of its duties under this Agreement is specifically contingent upon receipt of adequate funding from the State of Texas and its funding sources.

DALLAS COLLEGE GUIDELINES FOR DUAL CREDIT COURSES OFFERED IN PARTNERSHIP WITH TEXAS SCHOOLS

2023-2024 Academic Year

The following guidelines reflect current Texas Higher Education Coordinating Board (“THECB”) rules and regulations (Chapter 4, Subchapters D and G) and Dallas College policies and procedures. THECB rules and Dallas College policies and procedures are always subject to change with the new changes taking precedence. While THECB defines four types of partnerships with high schools, these guidelines do not address partnerships where only high school credit is granted nor do they apply to Career Pathway Program Articulated Agreements.

These guidelines address course credit where instruction is provided to high school students for the immediate award of both high school diploma and college certificate and associate degree credit. These guidelines also address remedial instruction provided to high school students for either remedial work to prepare students to pass the State of Texas Assessments of Academic Readiness (“STAAR”) test(s) or other state-designated instrument(s) to prepare students to pass the Texas Success Initiative Assessment 2.0 (“TSIA2”) test(s).

Guidelines for Dual Credit Courses

1. Texas public colleges and universities are eligible to enter into agreements with Texas schools to offer dual credit courses. Any College/University that participates in the creation of a dual credit program shall notify the Texas Higher Education Coordinating Board in accordance with provisions and schedules determined by the Commissioner must be approved by the governing board or other designated authority of each party prior to the offering of courses. The agreement must also address the following:
 - A. Student eligibility requirements
 - a. The student must be enrolled in a Texas high school.
 - b. A student enrolled in dual credit may enroll in more than one dual credit course per semester, and may enroll in dual credit coursework with freshman, sophomore, junior, or senior high school standing.
 - c. The student must complete a pre-assessment activity (“PAA”) and practice test prior to taking the official Texas Success Initiative Assessment 2.0 (TSIA2) battery of tests.
 - d. All high school students who are interested may initially take both component areas of the college's Texas Success Initiative Assessment 2.0 (TSIA2), at no cost and re-test once within each of the two component areas at no cost for enrollment in dual credit and are not eligible by other means. For additional testing, student or high school will pay for re-test costs.

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- e. The high school and the College shall assess each student for readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
- f. After the assessment, the high school, using guidelines established by the College shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
- g. A student must meet the College prerequisites determined for the enrolled course.
- h. A student may demonstrate that they are TSI exempt for college readiness and dual credit eligibility by achieving the following minimum passing standards under the provisions of the TSIA relating to College Ready and Adult Basic Education Standards on relevant section(s) of the TSIA OR other appropriate state-approved test scores (see below SAT, ACT, STAAR score requirements for TSIA). TSIA score requirements can be altered by the THECB with currently approved scores being used for eligibility and course placement purposes:
 - (1) TSIA2 Assessment Scores:
 - College Level Ready for Reading and Writing
 - i. TSIA2.ELAR - 945 or higher AND TSIA2.ES - 5 or higher
 - ii. TSIA2.ELAR 910-944 AND TISA2.DELA 5 or higher AND TSIA2.ES - 5 or higher
 - College Level Ready for MATH
 - i. TSIA2.MA - 950 or higher
 - ii. TSIA2.MA – 910-949 AND TSIA2.DM 6
 - (2) TSIA Assessment Scores (prior to January 2021):
 - College Level Ready for Reading
 - i. Score of 351
 - College Level Ready for Writing
 - i. Score of 340 AND Essay Score 4-8
 - ii. Score of 310-340 AND ABE 4-6 AND Essay 5
 - College Level Ready for MATH
 - i. Score of 350
 - (3) SAT Scores:
 - A minimum score of 480 on the Evidenced-Based Reading and Writing (EBRW) test shall be exempt for the ELAR section of the TSIA2 Assessment.
 - A minimum score of 530 on the mathematics test shall be exempt for the mathematics section of the TSIA2 Assessment. There is no combined score.
 - (4) ACT Scores:
 - (Administered prior to February 15, 2023)

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or dual credit enrollment eligibility. If the student takes dual credit course(s) that are outside of the allowances outlined above, then:

- (1) The student will not be eligible for a TSI level-one certificate waiver; and
 - (2) The student will be required to take the TSIA unless the student presents qualifying scores to make the student exempt from TSI requirements or eligible for dual credit enrollment.
- k. A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program by meeting the TSI exemption or dual credit eligibility scores listed above.
- l. Students who do not acquire the necessary test score(s) for eligibility purposes should discuss their options with the College's Educational Partnerships Sr. Manager, Manager, or their Success Coach. To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- m. Score requirements can be altered by the THECB or Dallas College with the currently approved scores being used for eligibility and course placement purposes.
- n. The student must meet all admissions criteria of the College. In addition, students may be withdrawn from pre-registered course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re-enrollment unless the student and the parent(s)/guardian(s) agree to abide by written conditions from the College designed to increase the potential for success.
- o. Dual credit eligibility and academic standing are reviewed for continued participation in dual credit courses. Dual credit students must maintain satisfactory academic performance at the high school; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each subsequent academic year of enrollment. A student who earns a grade of D or F in a dual credit course may not be eligible for future dual credit courses or may have restrictions placed on their enrollment in the Dual Credit Program. Students who earn a grade of W, D and/or F in a dual credit course of may not be eligible for future financial aid or may have limited financial aid options beyond high school.
- (1) The College may provide the student with written conditions designed to increase the potential for success.
 - (2) It is important for students to maintain a good academic standing as grades could impact a student's admission when transferring into four-year colleges/universities.
- p. Student must file a degree plan with the College.
- q. The College may impose additional requirements for enrollment in courses for dual credit that do not conflict with THECB dual credit requirements.

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- B. Students must discuss with their College Success Coach and High School Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to Educational Partnerships and High School Counselor by the published deadline. Failure to submit the required withdrawal form could result in the student receiving a grade of F. If a student needs to repeat a course they have failed, they must repeat that course and receive a grade of D or higher before any additional courses can be repeated for high school and college graduation (some courses may require a grade of C or above for degree applicability). Students will need to repeat failed course(s) before being registered for additional dual credit courses.
- C. Under Section 51.907 of the Texas Education Code, an institution of higher education may not permit a student to drop more than six courses, including any course a transfer student has dropped at another institution of higher education. This law applies to students who enroll in a public institution of higher education as first-time freshman in fall 2007 or later. All college-level courses dropped after the official drop and add period for the course are included in the six-course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception. Dual Credit Students are currently exempt from this code.
- D. Dual Credit Students are currently exempt from the following state requirements until they graduate from high school. Once students graduate from high school and are no longer exempt, they should take care when selecting additional courses to be transferred toward a Baccalaureate degree. Texas law allows an institution to charge the equivalent of out of state tuition for credit hours taken beyond the state limits. State limits are:
 - a. For students entering Fall 2006 and thereafter who attempt 30 semester credit hours beyond the hours required for a Baccalaureate degree. It is recommended that students take minimal hours beyond degree requirements to avoid possible higher tuition charges at the institution to which they are transferring.
- E. Academic freedom is practiced at all Dallas College campuses and locations and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.
- F. Dallas College has established a system of policies, including the student code of conduct, which governs student behavior and provides guidelines for the educational environment of Dallas College and its programs. Dual Credit Students are subject to the same Dallas College policies, procedures, rules, regulations, and guidelines as other Dallas College students. Students enrolled in a dual credit program must agree to comply with the Student Code of Conduct and all other applicable Dallas College policies, procedures, rules, regulations, and guidelines, as well as those of their high school. Violations of Dallas College policies, procedures, rules, regulations, or guidelines shall be addressed in accordance with established Dallas College grievance and complaint procedures, if applicable, and/or the student code of conduct.

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- a. For matters alleging sexual misconduct involving a dual credit student, the high school and College shall work cooperatively to investigate and provide a prompt and equitable resolution. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex/gender-based stalking, or any other conduct that threatens the health and safety of any person based on actual, expressed, or perceived gender identity.
 - b. Sexual misconduct involving High School students and/or College faculty or students shall be addressed by both the High School and the College. The High School shall promptly report to the College administration any complaints of sexual misconduct made by or against a student, employee, or guest of the College to the extent such a complaint relates to the dual credit agreement between the parties. The College shall report in writing such disciplinary problems to the High School Administration. The College may, at its sole discretion, refuse to admit students with a history of disciplinary problems. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex/gender-based stalking, or any other conduct that threatens the health and safety of any person based on actual, expressed, or perceived gender identity.
- G. Under Section 51.9192 of the Education Code and Section 21.613 of the Texas Administrative Code, students attending classes on a Dallas College campus must present proof of immunization for bacterial meningitis or present documentation of an appropriate exemption. The meningococcal conjugate vaccine (MenACWY) and meningococcal polysaccharide vaccine (MPSV4) are state approved for this requirement.
- H. Faculty Qualifications:
- a. The approval procedures used by the College to select faculty for dual credit programs must be the same as those used for faculty who teach other courses at the College.
 - b. Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development activities.
 - c. The faculty supervision and evaluation for dual credit will be the same as that for adjunct instructors at the College. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.
- I. Course Curriculum, Instruction, and Grading:
- a. Courses offered for dual credit must be college-level academic courses or college-level workforce education courses.
 - b. The College shall ensure that a dual credit course and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.

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- c. Instructors of dual credit courses should be given the opportunity to award high school only or dual credit depending upon student performance. Students in dual credit courses may withdraw from the college course by following college procedures and meeting all deadlines.
 - d. Dual Credit students who retake a dual credit course or enroll in a concurrent (non- dual credit) course will pay tuition for such courses. High school/ISD is responsible for payment of repeated dual credit college course(s) for students enrolled in a designated ECHS or P-TECH programs.
- J. Location of Dual Credit Classes:
- a. Dual credit courses offered to high school students may be taught on the college campus or the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the College shall comply with applicable rules and procedures for offering courses at a distance in THECB Rules, Chapter 4, subchapters P and Q relating to Distance Education and Off-Campus instruction.
 - b. ECHS/P-TECH students and staff at the College location will be supported by the College infrastructure with the College being responsible for the cost of software, equipment, installation, and maintenance on the College campus. ECHS/P-TECH students and staff at the high school campus will be supported by the high school campus with ISD/high school being responsible for cost of software, equipment, installation, and maintenance.
 - c. The College will serve as consultants to ensure delivery and compliance with college policy requirements for ISD IT staff regarding internet services and CIPA compliance.
 - d. Dual credit courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.
 - e. The College must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements and processes.
- K. Composition of Dual Credit Classes:
- a. Dual Credit courses must be taught on the College and/or the high school campus.
 - b. Dual credit classes may be composed of dual credit students only or of dual and college credit students. Combined classes, which would include high school credit-only students, as well as dual credit students, are allowed as provided within THECB rules and outlined in the service agreement.
- L. Student Services:
- a. High school students in dual credit courses will be given access to the College library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.
 - b. High school students in dual credit courses will be provided the academic support services, including academic advising and counseling, as those on the college campus.

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- c. Prior to the start of each academic year, the High School and College shall collaborate on the development and communication of procedures for the provision of accommodations for students with disabilities enrolled in Dual Credit courses (“Established Procedures”). High School and College shall provide disability services in accordance with Established Procedures and applicable law.
 - d. If a student is enrolled simultaneously in College and in high school in a dual credit program, the two schools may share information regarding the student, in accordance with FERPA.
 - e. All other services provided to regular Dallas College students will also be provided to high school students enrolled in dual credit courses in accordance with applicable law and Dallas College policies.
- M. Eligible Courses:
- a. Courses to be offered must be college-level courses included in the current edition of the Lower Division Academic Course Guide Manual or the Workforce Education Course Guide Manual approved by THECB. Course name and number are subject to change.
 - b. Dual credit classes must demonstrate the same quality and rigor to classes on the College campus.
 - c. Textbooks, textbook access codes, required course supplies/instructional tools and other materials to be utilized will be those normally used or approved by full-time faculty teaching the course at the College.
 - d. The syllabus will contain all elements common to the syllabi for the same course as taught at the college.
 - e. Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on the College campus.
 - f. Colleges will not receive formula funding from the state for PHED 1164 dual credit course and the College will not scholarship this course for students who are not in an ECHS/P-TECH program. Texas law does restrict institutions of higher education from enrolling dual credit students in PHED 1164. Non-ECHS/P-TECH students will need to make payment when registered for PHED 1164 as it is not covered by the dual credit scholarship.
- N. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses. Prior to the start of each academic year, college and High School/ISD administration shall confirm that approved college courses are aligned to appropriate high school course and PEIMS code.
- O. Evaluation and Accountability. The High School/ISD and the College shall be responsible for the development and implementation of an evaluation process to determine the effectiveness of the dual credit program. Measures of effectiveness shall include, but are not limited to, student

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results on the K-12 accountability assessments (e.g., TAKS/STAAR or other state-designated instrument(s) and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point averages, retention rates, and graduation rates).

- P. Funding:
- a. State funding for high school and college will be available to the public school district and Dallas College based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
 - b. The College may claim funding for all high school students receiving college credit.
- Q. By written agreement with various high schools, the College is authorized to offer dual credit enrollment classes to high school students as permitted by Chapter 130 of the Texas Education Code.
- R. A tuition scholarship will be awarded to dual credit students for the first attempt of courses required for completion. Dual credit students will pay tuition for retakes. If an ECHS student is required to repeat a Dual Credit course, the student or the student's school district or the ECHS/P-TECH shall reimburse the College for the cost of the course.
- a. In-Dallas-County High Schools- A signed Dual Credit Agreement between the college and the school district, charter school, private school, or home school must be on file and indicate students enrolled in dual credit courses shall not pay tuition for the first attempt. One tuition scholarship per dual credit course per student is allowed. Tuition scholarship is not awarded to high school students enrolled in concurrent college courses where only college credit is awarded. Dual Credit Agreements will be made with school districts, charter schools, private schools, or home schools located within Dallas County. Tuition scholarship is not awarded for repeated courses. Student and/or high school are responsible for tuition and additional costs of any repeated course(s).
 - b. Out-of-Dallas-County, In-State High Schools- A signed Dual Credit Agreement may be made with a school district, charter school, private school, or home school located outside of Dallas County and within the state of Texas. Students who are attending the out-of-county school and enrolled in dual credit courses will be charged tuition at the Dallas College in-county tuition rates. Parent is responsible for tuition in full unless high school offers to sponsor/scholarship student tuition. Educational institutions file Form 1098-T for each student they enroll and for whom a reportable transaction is made for dual credit courses, including online dual credit courses and repeated dual credit courses. To the extent dual credit courses are to be offered outside of Dallas County and within the State of Texas and involve additional costs for specialized equipment or supplies, the written dual credit agreement shall specify the additional course costs associated with same. In-district tuition rates are not provided for out-of-county high school students enrolled in concurrent college courses where only college credit is awarded.

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- c. Students may take no more dual credit courses than permitted by the TEA course graduation guidelines. Students who have met all high school graduation requirements are not eligible for dual credit courses.
 - d. The College may charge the school district for the cost of textbooks, textbook access codes, required course supplies and the cost of additional Dallas College personnel to assist in labs/classrooms.
- S. For the purposes of dual credit, the high school or the College may charge the other any expenses associated with the use of facilities.
- T. As rules and regulations are subject to change, please refer to the Dallas College web catalog at <https://www1.dcccd.edu/catalog/cattoc.cfm?loc=econ> for updated general and academic information for your needs.

Revised March 2023Dallas College/Educational Partnerships June 2021/KF

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTER LOCAL AGREEMENT BETWEEN
DALLAS COLLEGE
AND
GARLAND INDEPENDENT SCHOOL DISTRICT
RELATING TO
GARLAND EARLY COLLEGE HIGH SCHOOL**

This Agreement (“Agreement”) is made and entered into by and between the Dallas College (“Dallas College” or “College”), a Texas political subdivision of higher education, and Garland Independent School District, a Texas independent school district, on behalf of Garland Early College High School (“High School”). The High School and College may hereafter be individually referred to as “Party” and collectively as “Parties.”

WHEREAS, pursuant to the authority granted to them in Sections 29.551 – 29.557 of the Texas Education Code and Section 791.001 of the Texas Government Code, the Parties desire to enter into an Interlocal Agreement, to establish an Early College High School or Pathways in Technology Early College High School (“ECHS/P-TECH”) so that ISD students will have the opportunity to earn a high school diploma and a two-year Associate Degree upon graduation from the ECHS/P-TECH;

WHEREAS, the goals are to reduce dropout rates, attract, and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide the High School students with a seamless transition between high school and college;

WHEREAS, this Agreement will provide efficiencies and cost savings for the Parties, and will benefit the students and taxpayers of Dallas County;

WHEREAS, the ECHS/P-TECH will be located at 310 S. Garland Ave., Garland TX 75040, with no more than 500 students; and

NOW THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties agree as follows:

PURPOSE

The purpose of this Agreement is to create a framework for the Parties to establish an ECHS/P-TECH to provide a select population of students (each a “Student” and collectively, the “Students”), in accordance with the Texas Education Agency’s designation application guidelines, with a unique educational opportunity to attend both high school and college in a special campus environment and to obtain a high school diploma and an Associate’s Degree upon graduation from the ECHS/P-TECH. Students who meet the program requirements for the College’s Dual Credit Program will be permitted to enroll in the Dual Credit Courses referenced in this Agreement. Course credit will be awarded through the School District for high school academic requirements and through the College for semester credit hours leading to a postsecondary degree or certificate (individually, a “Course” or “Dual Credit Course” and collectively, the “Courses” or “Dual Credit Courses”). The Parties intend that this Agreement serves as an Articulation Agreement, as that term is defined in Section 29.551 of the Texas Education Code.

1. **Term.** This Agreement shall be in effect for a period of one (1) year beginning as of August 1, 2023 and ending on July 31, 2024 (the “Term”). At any point prior to the expiration of the Term, the Parties may renew this Agreement for two subsequent one-year terms by written agreement (“Renewal Term”).
2. **Attachments to this Agreement:** The ILA contains the following attachments that are incorporated herein by this reference:
 - A. Attachment A: Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools (2023-24);
 - B. Attachment B: Course List(s);
 - C. Attachment C: Payment of Services; and
 - D. Attachment D: Technology Support Addendum and Facilities Cost
3. **Guiding Principles:** The relationship between the College and the ISD will function with the following principles:
 - A. Establishment of a mutually beneficial partnership between College and the ISD that allows a flexible and creative response to the mission, as well as the organizational, and fiscal needs of both institutions.
 - B. Collaboration in planning, implementation, and continuous improvement of Early College High School and Pathways in Technology Early College High School programs including the provision for faculty, staff, and administration, as well as curriculum development; training and student services.
 - C. Provision of rigorous college readiness; compliance with Texas Higher Education Coordinating Board (“THECB”) rules relating to list of aligned high school and college courses, dual credit and/or technical credit courses.
 - D. Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the ECHS/P-TECH Program successfully.

- E. Location of the Early College High School/Pathways in Technology Early College High School for grades 9-10 on the Garland Early College High School campus and as feasible on the Dallas College campus for grades 11-12.
 - F. Shared use of College and the ISD facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, and/or staff in program success.
 - G. Selection of students for participation in the ECHS/P-TECH program who reflect the diversity of the region served by the ECHS/P-TECH (each an “ECHS/P-TECH Student”).
 - H. Compliance with THECB rules relating to Dual Credit which are incorporated into this ILA by reference as Attachment A, in accordance with TEC section 29.908.
 - I. Collaborate to ensure that the rigor, academic requirements, and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.
 - J. Collaborate to ensure compliance with all state and federal laws and regulations, and any state education regulatory agency requirements, applicable to performance under this agreement, including without limitation, TEA Program Requirements.
4. **Statewide Goals for Dual Credit:** Pursuant to Texas House Bill 3650 (86th Legislature, 2019) and HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

The College and the ISD set forth the following goals for dual credit to align with statewide goals for dual credit programs in Texas, as prescribed by the THECB and the TEA.

Goal 1- Outreach Efforts:

- A. College and ISD shall provide online dual credit information to the public.
- B. College and ISD dual credit and advising staff shall provide dual credit information sessions at the ISD’s high schools, colleges and at community events.
- C. College Dual Credit Office will collaborate with the ECHS/P-TECH or both the ECHS/P-TECH and the ISD to assist with recruitment of students and to provide students and families with information about the College and educational opportunities.
- D. The ECHS/P-TECH recruitment and enrollment processes shall identify, recruit, and enroll the subpopulations of at-risk students (as defined by Public Education Information Management System (PEIMS)), including, but not limited to, students who are of limited English proficiency, students with disabilities, or students who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, parent or student essays, minimum grade point average (GPA), or other criteria that create barriers for student enrollment.
- E. The ECHS/P-TECH shall identify, recruit, and enroll subpopulations (in addition to those who are at risk as defined by PEIMS) that are historically underrepresented in college courses (e.g.,

first generation college goers, students of low socioeconomic status, African American, Hispanic, Native American.)

- F. The ECHS/P-TECH shall clearly document recruitment and enrollment policies and practices; refining and improving them annually based on data reviews.
- G. Recruitment and enrollment processes (including marketing and recruitment plans, materials, and timelines) shall include input from key stakeholders (e.g., parents and community members; postsecondary partners); target student populations as described in E and F above; and include regular activities to educate students, counselors, principals, parents, and school board and community members.

Goal 2- Student Transition to and Acceleration Through Postsecondary Education:

- A. College orientation sessions, along with dual credit and ECHS/P-TECH orientations, which include information about college degree and certificate options, student support services, and extra-curricular activities, will be provided.
- B. College tours and activities will be provided to students throughout the academic year to prepare for the transition to the College.
- C. College Career Services and the ISD high school's Counseling Services Offices provide students with Career Interests tools and workshops to help students better identify a program of study that will align with their current and future educational goals and career options.
- D. Students may take approved dual credit courses that apply toward the core curriculum, a certificate program, an Associate of Applied Sciences, an Associate of Arts, or an Associate of Science. College courses, certificates and degree plans are available within the College's online catalog.
- E. Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificate and/or degree plan.
- F. College shall provide students with information regarding the requirements of filing a degree plan with the College and consulting with an academic advisor.
- G. College and the ISD's high schools provide high school and college degree completion information to students. The College Transfer Services office provides information regarding the transfer of college credit courses from the College to other colleges and universities. The College Transfer Services office also provides transfer guides which include courses (course numbers and course names) within the College that will transfer into degree plans at other institutions of higher education.
- H. College and the ISD shall develop a contingency plan for students off-track for success in the ECHS/P-TECH program. Support systems shall include infrastructure, resources, and personnel to enable every possibility to retain the student in the ECHS/P-TECH program.
- I. The ECHS/P-TECH shall provide enrichment opportunities, including:
 - (1). A structured program of community service to promote community involvement.
 - (2). Partnering with community businesses to expose students to a variety of potential career options and possible internship opportunities.
 - (3). Providing college awareness to current and prospective students and families, including:
 - (a). Application assistance,

- (b). Financial aid counseling, and
- (c). College and career counseling.

Goal 3- Academic and College Readiness Advising and Support Services:

- A. College and ECHS/P-TECH shall provide students with career information, degree and certificate options, and academic advising.
- B. College and ECHS/P-TECH shall provide students with support services to include college success workshops, learning support and tutoring centers, academic advising, and career workshops.
- C. College provides students with support services to include college success workshops, time management, learning and support centers, tutoring centers, libraries, academic advising, and career workshops. Other college support services include the college Health Center and Disability Services Center. Students are encouraged to utilize support services that are available at the College and high school.
- D. Designate an ECHS/P-TECH liaison to monitor and advise students on the transferability of all college credit offered and earned.
- E. The ECHS/P-TECH shall support students in their course of study.
 - (1). The ECHS/P-TECH shall provide academic support to the students by personalizing the learning environment in the following ways:
 - (a). Developing individualized student plans for ongoing academic support,
 - (b). Providing tutoring and/or Saturday school for identified students in need of academic supports,
 - (c). Providing advisory and/or college readiness and support time built into the program of study for all students, and
 - (d). Establishing a mentorship program available to all students.
 - (2). The ECHS/P-TECH shall provide social and emotional support to the students as needed, including:
 - (a). connections to social services
 - (b). parent outreach and involvement opportunities

Goal 4- Course Quality and Rigor:

- A. As required by the THECB, the quality and rigor of Dual Credit Courses taught at Dallas College shall be the same at the High School, being sufficient to ensure student success in subsequent courses.
- B. College develops and provides directed pathways. Directed pathways will build upon student learning outcomes required for rigorous subsequent college level courses.
- C. Content of course will be college-level and ECHS/P-TECH Students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools.
- D. Dual credit courses must demonstrate the same quality and rigor as College courses.

- E. The College shall ensure that a dual credit course and the college course offered on the College campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.
- F. ECHS/P-TECH students must maintain satisfactory academic performance in the ECHS/P-TECH program; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each semester of enrollment in the ECHS/P-TECH.
- G. Academic policies applicable to courses taught at the college's shall also apply to dual credit courses.
- H. The ECHS/P-TECH shall provide a course of study that enables participating students the opportunity to complete high school graduation requirements and earn an associate degree or at least 60 semester credit hours toward a baccalaureate degree. A four-year crosswalk must be in place detailing how students will progress toward this goal including alignment of high school and college level courses. This crosswalk must provide pathways to a certification, an associate degree, or a baccalaureate degree and must follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual (ACGM) and/or the Workforce Education Course Manual (WECM). The College may implement multiple dual enrollment delivery models:
 - (1). College courses taught on the College campus by College faculty
 - (2). College courses taught on the high school campus by College faculty
 - (3). College courses taught on the high school campus by qualified high school faculty
 - (4). College courses taught virtually, via distance/online/blended learning

5. Scope of the ILA: The purpose and scope of the ILA are as follows:

- A. **Governance:** The College Dual Credit program, including the ECHS/P-TECH Program, shall be governed by state and federal laws and regulations, as well as the ISD policies and College rules, regulations, policies, and procedures, including, without limitation, policies set forth in the College Board of Trustees Policies and Administrative Procedures Manual, and all other applicable rules, regulations, and operational memorandum of the College (collectively the “College Policies”). In the event of a conflict between the ISD Policies and College Policies, College Policies shall control.
 - (1). The ECHS/P-TECH Principal shall:
 - (a). Have the reasonable authority to implement the following, consistent with the rules and guidelines established by TEA, the ISD, and College:
 - i. Staffing;
 - ii. Budget;
 - iii. Student assessment, curriculum and scheduling;
 - iv. Professional development;
 - v. Access to school and student data for ECHS/P-TECH Students with permission of the College; and

vi. Parent and community involvement consistent with the mission and needs of the school.

- (b). Report to the ISD's Superintendent or his/her designee through the established ISD governance structure; and will collaborate with the Vice Provost of Educational Partnerships or designee on matters related to the ECHS/P-TECH.
- (c). Serve as the primary contact and spokesperson for the Early College High School/Pathways in Technology Early College High School with the community and College partners.
- (d). Serve as the manager of any grant awarded by the TEA in support of the ECHS/P-TECH program.

(2). The ECHS/P-TECH Advisory Committee:

- (a). Will serve as an advisory committee to the ECHS/P-TECH Principal and the College President or Designee in developing a coherent program across institutions.
- (b). Shall include, but is not limited to, representatives of the ISD, which are the ECHS/P-TECH Site-Based Decision-Making Committee ("SBDM"), College, and representatives from industry and the community. The specific membership of the ECHS/P-TECH Advisory Committee will be determined by the Superintendent of the ISD, the Vice-Provost of the College, the ECHS/P-TECH Principal, and they shall meet regularly as reasonably agreed upon by the advisory committee.

B. Location of Class: The College may offer dual credit courses at Brookhaven, Cedar Valley, El Centro, Eastfield, Mountainview, North Lake, Richland, online, or at an approved School District campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the College, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a School District's campus. Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Practice for Courses Offered Electronically and the College standards for distance learning courses.

C. Awarding Credit for Courses: A list of aligned high school and college courses appear in Attachment B. The Parties warrant and represent that the courses included therein have been evaluated and approved through the official College curriculum approval process in accordance with THECB and TEA requirements for high school graduation and are at a more advanced level than courses taught at the high school level. Dual credit will only be awarded for courses aligned and approved as reflected in Attachment B. The College shall be solely responsible for properly documenting all information on the course matrix.

ECHS/P-TECH students shall be required to comply with all requirements prescribed by applicable law or the College for continued enrollment in dual credit courses in a following semester.

D. Transcribing of Credit: For Dual Credit Courses, high school as well as college credit shall be transcribed upon a student's completion of the performance required in the course.

E. Description of Services: The College shall provide instruction for the courses listed on Attachment B exclusively for qualified ECHS/P-TECH students. Legislation (SB 1091) states dual credit courses must apply to the core curriculum, career and technical education courses toward a Dallas College career and technology Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a Dallas College Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.

- (1). The Dallas College Dual Credit program falls under THECB Rule 19 TAC §§ 4.81-4.85, "Dual Credit Partnerships Between Secondary Schools and Texas Public Institutions of Higher Education." Services under this ILA are limited exclusively to Dual Credit for the College in-county discounted tuition rate of \$59 per credit hour for eligible dual credit courses including online dual credit courses.
- (2). Content of courses will be college-level and students will demonstrate eligibility to enroll in Dual Credit Courses as outlined within Attachment A, Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools.
- (3). All ECHS/P-TECH students wishing to enroll in dual credit course(s) described in Attachment B must:
 - (a). Complete College application for admission to the College.
 - (b). Clearly establish their residency classification.
 - (c). Complete the electronic dual credit packet, which includes the high school enrollment form.
 - (d). Provide a current high school transcript of school subjects completed.
 - (e). Provide required documentation for meningitis vaccination if attending classes on the College campus.
 - (f). Complete all other documentation required by the College.
 - (g). Satisfy Texas Success Initiative (hereinafter the "TSI") requirements, including the College pre-assessment activity ("PAA").
 - (h). Demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools; and
 - (i). File an official degree plan with the College once 15 hours have been completed and complete courses in alignment with the degree plan.
- (4). To enroll in a Dual Credit course offered under this ILA, Students must satisfy

Texas Success Initiative requirements, or qualify for a TSI exemption, exception, or waiver to enroll in a college level course. Students may take the College TSI Assessment test at the College's Testing Center.

- (5). Each Dual Credit course offered under this ILA must be taught using a College Common Learning syllabus as an outline. Course Objectives/Competencies/Learning Outcomes listed in the Common Learning Syllabus must be included in the syllabus and the syllabus must be distributed to the students. In addition, the syllabus must specify evaluation methods the instructor will use to assign college grades.
- (6). Approved dual credit courses shall align with program pathways that lead to Certificates and/or Associate Degrees. Required course prerequisites, shall be completed before registering for a specific course. These sequences of courses consist of introductory courses that students must have successfully completed to take certain college courses. Dual credit courses provide students college level instruction along with college level expectations within the classroom.
- (7). College courses may utilize free and/or low-cost open education resources (OER) in Dual Credit Courses in accordance of HB3650.
- (8). Student is informed and advised to file a degree plan with the College not later than the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester hours of course credit for dual credit courses; or if the student begins the student's first semester or term at the College with 15 or more semester credit hours of course credit for dual credit courses. The courses for which the student is registering shall be consistent with the student's degree plan. The student may not obtain an official transcript from the College until the student has filed a degree plan with the College.
- (9). In accordance with THECB regulations, dual credit classes may be comprised of Dual Credit students only or of Dual Credit students and college credit students. Combined classes, which would also include high school credit-only students, may be allowed only under one of the following conditions:
 - (a). If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the High School is otherwise unable to offer such a course.
 - (b). If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
 - (c). If the Dual Credit course is a career and technical /college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- (10). The College, the ISD and ECHS/P-TECH shall collaborate to ensure the rigor,

academic requirements, and standards applicable to the Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those Dual Credit Courses taught by employees of the ISD, it shall be the obligation of the ISD to ensure that such Dual Credit Courses meet the quality, rigor, uniformity, implementation, sequencing, and pacing of instruction required by the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC"), and the College. In the event College shall determine that a Dual Credit Course(s) taught by the ISD employee(s) fails in any respect to meet any required standard, College will provide the ISD with notice of such failure and the ISD shall promptly undertake to remedy such deficiency. In the event the ISD shall fail to undertake to promptly remedy such deficiency, College may take all appropriate actions up to and including termination of this ILA.

- (11). A College supervisor will review the major examinations in each Dual Credit course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (12). If the class is taught by a Dallas College instructor, then the class must adhere to the agreed upon capacity maximums and minimums set forth by the Vice Provost and the Centralized Academic Scheduling team regardless of location of the class. Should the class be taught by the high school credentialed instructor, then the Dallas College Vice Provost or designee will discuss appropriate enrollment parameters for the class with the ISD and the Parties will agree upon same in writing.
- (13). ECHS/P-TECH shall adhere to the Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools that are incorporated into this ILA set forth on Attachment A. If the THECB and the College adopt new Guidelines during the term of this ILA, these new Guidelines shall take precedence over the previous College Guidelines. The College will promptly provide the ISD with a copy of any new or revised Guidelines.
- (14). Students may take approved Dual Credit courses. Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved Dual Credit courses will be made available at the College and/or High School. College may also offer Dual Credit courses at the College during the evening, weekend, and summer to ECHS/P-TECH Students. The ISD may accept Dual Credit courses for dual credit upon receipt of grades from Dallas College. Courses not listed in Attachment B do not qualify for dual credit and will be considered as concurrent enrollment. Students who have acquired TEA course graduation requirements are not eligible for dual credit.

- (15). Enrollment of student in online Dual Credit Courses provided under this Agreement may be reviewed on a case-by-case basis by a Dallas College staff member with the parent/guardian and Student. The review will explain the requirements and expectations of online Dual Credit Courses. The student will also consult with the appropriate High School counselor. The ultimate enrollment decision to permit a Student's enrollment in an online Dual Credit Course rests with the College.
- (16). Within the scope of the Effective Date of this ILA, but not later than the start of the semester, the course list included in Attachment B may be revised, without prior Board approval, only under the following circumstances:
- (a). Through an oversight, the Parties inadvertently omitted classes from the course matrix that they previously agreed to include and/or
 - (b). A typographical, transcription on course identifiers, or other minor editing error; and/or
 - (c). If the State changes course offerings, then the appropriate change may be made.

The College shall be solely responsible for properly documenting all required course information on Attachment B. Additional or revised courses shall be documented on Attachment B. All courses listed within Attachments B are approved for dual credit by the THECB.

- (17). A Dual Credit Student shall be required to comply with all requirements prescribed by applicable law or College Policies for continued enrollment in dual credit courses in the following spring, summer, or fall terms/semesters.
- (18). Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the Dallas College Student Code of Conduct should be reported in writing to the appropriate High School official. Disciplinary action will be taken by High School and the High School Principal in coordination with the College Student Discipline officer. College may, at its sole discretion, refuse to admit a student with a record of disciplinary problems.
- (19). High School and College understand and acknowledge that the College, as a post-secondary institution of higher education under Texas law is to those provisions of Texas law (Tex. Gov't Code 411.2031(b), et. al.) which permit the concealed carry of handguns by license holders in those areas of college property where such concealed carry of handguns is not prohibited. As such, Students may at times be in areas of college property where the concealed carry of handguns is permissible. The Parties agree to work collaboratively with the College to provide information to Students, as well as their parents or legal guardians, of the fact that such Students, while upon the property of the College may be in areas in which the concealed carry of handguns by license holders is permissible and the

realities associated therewith.

F. Responsibilities of ISD: The ISD shall have the following duties:

- (1). Apply to the TEA for the establishment and continual approval, as necessary, for an ECHS/P-TECH; and
- (2). Provide and pay the salary of appropriately credentialed ISD instructors to teach dual credit courses; and
- (3). When necessary, provide transportation for students to and from the College campus; and
- (4). Provide breakfast and lunch to students who participate in the ECHS/P-TECH Program under this ILA for the term of this ILA.
- (5). Ensuring the ECHS/P-TECH complies with the following:
 - (a). Provide the College with:
 - i. All student admission documentation, including an annual updated High School transcript, and official faculty transcripts and dual credit faculty submission of grades.
 - ii. Provide a contact person who will fulfill the duties of an ECHS/P-TECH Dual Credit Coordinator including:
 1. Assisting students in completing all required admissions documents; and
 2. Assisting with student orientation; and
 3. Assisting students with obtaining TSI exemption records.
 - iii. Delivering to the College in a timely manner all required paperwork including faculty transcripts, requests for exceptions, test scores and enrollment documents that complies with the Educational Partnership deadlines for summer, fall, and spring located online and shared with partners;
 - iv. Serving as liaison with students, parents, high school personnel and College personnel, and
 - v. Facilitating the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
 - vi. Adhere to

1. Policies of the ISD and High School; and
2. College Policies.

G. Responsibilities of College:

- (1). Monitor the instruction of all Dual Credit Courses to assure the quality, uniformity, implementation, sequencing, and pacing of instruction in accordance with the standards established by the State of Texas, SACSCOC, and Dallas College. College will designate personnel to monitor and assure adherence to these standards and expectations that are assessed uniformly in all venues where college courses are offered.
- (2). Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught, and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other College student. The College shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the College and School District agree upon the School District's providing an instructor for a specific course meeting both the College and the SACSCOC accreditation requirements.
- (3). Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the ECHS/P-TECH;
- (4). Ensure that course guidelines are followed;
- (5). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6). Provide mandatory orientations and staff development for High School instructors involved with this dual credit partnership.
- (7). Designate personnel to monitor the quality of instruction to assure compliance with the Dual Credit Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and the ISD
- (8). Pay salaries of college instructors who teach college courses at the high school; Provide an area, per the ISD, state and federal requirements, where students may eat ISD-provided breakfast and lunch meals.

- (9). Collaborate with the ISD employees serving as administrators on the College campus; and provide the same level of security to high school students the College provides to college students.
- (10). College will provide academic supports and guidance to include academic advisement and career services to help students align degree/certificate with future career, work plans or transfer plans to universities.
- (11). Conduct an evaluation for High School instructors credentialed to teach College classes in alignment with the adjunct faculty evaluation guidelines.
- (12). College will inform High School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

H. Classroom Facilities: College and High School shall provide appropriate classroom facilities for Dual Credit Courses taught on College and High School Properties.

I. Faculty: College and ISD, as appropriate, shall provide instructional faculty who meet TEA and SACSCOC requirements.

- (1). College will select instructors of Dual Credit courses. Faculty provided by the College:
 - (a). Shall meet the College's academic credentialing requirements for teaching College courses; and
 - (b). To the extent possible, shall teach dual credit courses that are not a part of the state's End-of-Course testing program; and
 - (c). Determine who meet the academic credentialing requirements of the College, may be designated, if appropriate, as College Adjunct faculty.
- (2). Faculty provided by the ISD Shall teach high school courses and, when feasible, STAAR EOC tested dual credit courses.
- (3). College and the ISD shall collaborate to ensure that the rigor, academic requirements, and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.
- (4). Develop ongoing opportunities for joint training among credentialed ECHS/P-TECH and College Faculty throughout the academic year.

J. Joint Planning: The College and School District will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The College School District will utilize Attachment B to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

K. Classroom and Office Facilities:

- (1). When students are taking courses on a college campus, the College will provide one shared workspace and one classroom during an academic year. If additional space is needed by the ISD, the College will provide the additional space, if such a space is available on the College's property. Any use of additional space may require a Facilities Use Agreement and payment of a fee.
- (2). High school students, faculty, and staff will have access to instructional and non-instructional resources available on the campus of the College, in keeping with the guiding principles enumerated in Section 1, "Guiding Principles," of this ILA.
- (3). Students, faculty, and staff shall obtain the initial College identification card at the cost of the College. Replacement cards are the responsibility of the high school or ISD.
- (4). With the prior written approval of the Vice Provost of Educational Partnerships, or designee, which approval will not be unreasonably denied, conditioned or delayed, College shall allow the ISD to make non-structural, temporary modifications to accommodate the installation of personal property, trade fixtures, equipment and other temporary installations in the ECHS/P-TECH office, provided that such modifications do not impact the structural integrity of the College's building and do not unreasonably detract from its uniformity or dignity. All personal property, equipment, trade fixtures and other temporary installations, placed or installed in the ECHS/P-TECH shall remain the ISD's property free and clear of any claim by the College, provided that same may be removed, on termination of this ILA, or earlier as may be necessary, without damaging the College's property, reasonable wear and tear excepted. Both Parties shall have the right to remove the same at any time during the term of this ILA. Upon termination, cancellation, or expiration of this ILA, the ISD shall have sixty (60) days to remove all its personal property and equipment from the ECHS/P-TECH office. The ISD shall return college property in good condition less reasonable wear and tear.

L. Scholarship, Tuition, Textbooks and School Supplies:

- (1). In accordance with College Policies, College will provide tuition scholarships to qualified ECHS/P-TECH students enrolled in dual credit courses based on the Dual Credit Master Course List or Attachment B.

- (2). By written agreement, students attending high schools in Dallas County, who are enrolled in courses for which they receive joint credit under the Texas Education Code shall not pay tuition. One tuition scholarship per dual credit course per student is allowed. Scholarships are not available for high school students enrolled in college courses where only college credit is awarded. Scholarships are not provided for repeated courses. ECHS/P-TECH is responsible for payment of repeated dual credit college course(s). Student or high school will pay the in-county discounted tuition rate of \$59 per credit hour for repeated dual credit courses. The in-county discounted tuition rate is solely for dual credit courses listed within this ILA or Attachment B. If student repeats the same dual credit course for the third or subsequent attempts of credit and Continuing Education/Workforce Training courses, the ECHS/P-TECH will then pay a higher tuition rate with few exceptions. Students should take care in dropping a course.
- (3). The ECHS/P-TECH or the ISD will be responsible for responsible for the cost of books, materials, which include Follett Higher Education learning materials, access codes, required course supplies, equipment, and liability insurance if applicable.
- (4). Follett Higher Education learning materials and classroom textbooks shall be determined by the College faculty and made available online, at the high school through an arrangement with Follett, and/or in the College bookstore prior to the start of classes. Students who enroll for Dual Credit courses must use the most current learning materials and textbooks as reasonably approved by the College instructional division. Each academic year, any required access code must be purchased by the ECHS/P-TECH Administrator for each student enrolled in that course to fulfill that requirement.
- (5). Based on the mutually agreed upon curriculum aligned plan, College approved textbooks, syllabi, course curriculum and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this ILA.
- (6). Based on the mutually agreed upon curriculum aligned plan, all textbooks, and supplemental materials required for classes shall be provided by the ECHS/P-TECH.
- (7). Based on the mutually agreed upon curriculum aligned plan, College approved physical textbooks purchased by the ISD may be used for the time consistent with local College practices, but not fewer than 2 years.
 - a. Arrangement of any textbook delivery will be made between the high school and Follett. College may require all high schools to replace hardcopy textbooks or textbooks that require an access code that have been used by the high school after two-four years of continuous use, or after the expiration of a textbook's useful service, as reasonably determined by the College.

- b. Textbooks that are bundled with other instructional tools such as software products and/or licenses may not qualify as a “re-usable textbook.” If that is the case, new access code and/or software may be purchased if made available by the vendor. “Other instructional tools” does not include textbooks that require an access code.
- c. College classroom textbook(s) shall be determined and made available for purchase prior to the start of classes. Arrangement of any textbook delivery will be made between the high school and Follett.

M. Payment of Services: During the term of this ILA, the College may commence providing educational services during an academic term that does not coincide with the beginning date of this ILA. This is because some portions of the Dual Credit courses are or may be taught utilizing high school teachers. In the event the ISD’s teachers are used to teach Dual Credit courses, College agrees to pay for such Dual Credit instructional services for Dual Credit Courses contemplated by the dual credit service agreement with the School District, in accordance with Attachment C.

N. Recruitment and Enrollment of Students:

- (1). The ISD staff will recruit eighth graders annually utilizing a recruitment plan with input from all stakeholders (examples the ISD, ECHS/P-TECH, College) that include regular activities to inform all stakeholders of the opportunity for a qualified student(s) to attend an ECHS/P-TECH. The recruitment plan will be shared with the College prior to recruitment process for the new cohort.
- (2). College will assist and participate with recruitment, enrollment, and retention, as necessary, for all students who are qualified and wish to enroll in the ECHS/P-TECH.
- (3). Should the number of qualified applicants (target student population defined on page 1, paragraph 3) exceed the number of available spaces, a weighted lottery will be used to determine the ninth-grade cohort.

O. Instructional Calendar: College and the ISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both Parties.

P. Code of Conduct: Misconduct, behavioral problems, and disciplinary measures resulting from violations of the College Student Code of Conduct should be reported in writing to the ECHS/P-TECH administrator. Disciplinary action shall be taken, as necessary, by the ISD and the ECHS/P-TECH Principal in coordination with the College Student Discipline officer. In addition, the College may elect to dismiss or withdraw students from the College who disrupt the learning environment or have repeated and/or excessive disciplinary infractions in dual credit courses and/or at the college campus. ECHS/P-TECH students, faculty and staff shall adhere to all applicable policies of the ISD and College.

Q. Media and Public Relations: Media and public relations regarding the ECHS/P-TECH will be managed according to ISD and College protocols.

6. Compliance: The Parties to the ILA agree to comply with the following:

- A.** Policies of the ISD and
- B.** College Policies, as applicable.
- C.** All applicable local, state, and federal laws and regulations, including, but not limited to:
 - (1). **Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681-1688 (“Title IX”):** The College and High School agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation based on any protected category involving High School Student and High School employees. A Party shall promptly notify the other upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement. The College Title IX Coordinator shall address any complaint of unlawful discrimination or retaliation based on any protected category and/or any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a Dallas College sponsored program or event, including the Dual Credit program. All faculty teaching Dual Credit Courses must participate in Title IX Compliance training, available through the College eConnect menu for employees. Nothing herein shall limit or interfere with the ISD’s own investigation of complaints related to its employees and students.
 - (2). **Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq/ (“ADA”) and Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. § 701 et seq. (“Section 504”):** College and High School shall collaborate to provide disability services to Students with disabilities in accordance with ADA and Section 504 requirements. A Party shall promptly notify the other upon receipt of a complaint hereunder concerning a Student, faculty, or staff member participating in an activity provided under this Agreement. Prior to the start of each academic year, the High School and College shall collaborate on the development and communication of procedures for the provision of accommodations for Students with disabilities enrolled in Dual Credit Courses (“Established Procedures”). High School and College shall provide disability services in accordance with Established Procedures and applicable law.
 - (3). **Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”):** The College and the High School acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. In accordance with 34 CFR § 99.34(b), if a Student is enrolled simultaneously in the College and High School pursuant to this

Agreement, the Parties may share information regarding the Student. Subject to FERPA, neither College nor High School may disclose information contained in Student records received from the other Party to a third party without prior written consent from the Student or the Student's parent/legal guardian. College and High School must destroy any Student information received from the other Party under this Agreement when such Student information and records are no longer needed for the purposes contemplated under this Agreement. Should the Parties enter into any type of Data Sharing Agreement for purposes of facilitating the Dual Credit program, then any return or destruction of Student records shall be done in accordance with such Data Sharing Agreement.

7. Liability of Parties: Without waiving any defenses including governmental immunity, each Party to this ILA agrees to be responsible for its own acts of negligence, which may arise in connection with all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this ILA or any of its activities or from any act or omission of any employee or invitee of the Parties. The provisions in this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractually or otherwise to any third party.

8. Right of Termination: This ILA may be terminated upon:

- A.** Mutual written consent of the Parties;
- B.** Either Party may terminate this ILA on 120 days' written notice to the other Party.
- C.** Termination may occur immediately upon the breach of this ILA by one of the Parties. A material breach of this ILA includes, but is not limited to, a violation of College Policies or the policies of the ISD, the making of a misrepresentation or false statement by one of the Parties, nonperformance of the Party's duties, or the occurrence of a conflict of interest between the Parties.

If a Party believes that another Party has materially breached this ILA the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice of the alleged breach. If the breach is not cured, termination is immediate. However, if breach occurs during the academic term and is not cured during the term, students enrolled in classes under this ILA will be allowed to finish their coursework without penalty.

- D.** This ILA may also be terminated immediately if the ISD has not received authority for ECHS/P-TECH designation renewal from the TEA, in compliance with section 102.1091 of the Texas Administrative Code ("Designation"). In the event the ISD does not receive Designation, the ISD shall provide College with written notice of such non-renewal within ten days of the date on which Designation would be due from TEA.

- E. Upon written notice by the College to the ISD of the non-appropriation of funds by the Board and/or the Legislature. In the event of non-appropriation, the College will issue written notice to the ISD and either Party may terminate this ILA without further duty or obligation under this ILA. The ISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the College.
 - F. If a Party is compensated under this ILA, all compensation under this ILA shall be prorated to the date of termination.
9. **Assignment:** Neither Party may assign their interest in this ILA without the written permission of the other Party.

10. Limitations of Authority:

- A. Neither Party has authority for or on behalf of the other except as provided in this ILA. No other authority, power, partnership, use of rights is granted or implied.
 - B. This ILA represents the entire ILA by and between the Parties and supersedes all previous letters, understanding or oral agreements between the College and the ISD. Any representations, promises, or guarantees made but not stated in the body of this ILA are null and void and of no effect.
 - C. Neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this ILA without a written amendment to this ILA. Changes to this ILA are subject to the approval of the College Legal Department.
 - D. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
11. **Waiver:** The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this ILA shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

12. Governing Law and Venue: This ILA is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each Party to this ILA:

- A. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this ILA.
- B. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
- C. Agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

13. Miscellaneous Provisions:

- A. The Parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with all applicable statutes, rules, and regulations. The Parties shall comply with all Federal, State, and local laws.
- B. If the THECB adopts new guidelines for ECHS/P-TECH programs during the term of this ILA, the new guidelines shall prevail and shall cause the Parties to execute an amendment to the ILA if necessary.
- C. College and the ISD are Parties to a Data Sharing Agreement and shall provide the applicable data and information about students who are concurrently or formerly enrolled in both education institutions in a manner consistent with such Data Sharing Agreements.
- D. Transportation to and from college is responsibility of the ISD and/or Student.
- E. College and the ISD will collaborate to provide services to students with disabilities.
- F. College and the ISD will collaborate to provide Health Center services to students.
- G. Any payments made to a Party pursuant to this ILA will fairly compensate that Party for the services performed. Additionally, any Party paying for the performance of governmental functions or services rendered by the other Party must make these payments from current revenues available to it.
- H. The Parties to this ILA warrant that: (1) the services contemplated hereunder are necessary and authorized for activities properly within each Party's statutory functions and programs; (2) it has authority to contract for the services contemplated hereunder; (3) it has all necessary power and has received all necessary approvals to execute and deliver this ILA, and (4) the representative signing this ILA on each Party's behalf is authorized by its governing body to do so.

14. Notices: Notices given pursuant to this ILA shall be sufficient if received and sent by certified or registered mail, postage fully prepaid to:

Dallas College

To: Tiffany Kirksey, Ed.D.
Vice Provost, Educational Partnerships
Dallas College
1601 Botham Jean Blvd.
Dallas, TX 75215
214-378-1733
214-378-1810
tiffanykirksey@dallascollege.edu

Garland Independent School District


To: Ricardo Lopez, Ed.D.
Superintendent
Garland Independent School District
501 S. Jupiter Rd.
Garland, Texas 75042

Either Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.


- 15. Nondiscrimination:** Parties to this ILA shall not discriminate in this ECHS/P-TECH Program based on race, color, religion, gender, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- 16. Signatory Clause:** The individuals executing this ILA on behalf of Dallas College and the ISD acknowledge that they are duly authorized to execute this ILA. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this ILA and the Attachments hereto.

This ILA shall not become effective until the Effective Date set forth above. Therefore, the Parties shall begin their respective duties on the Effective Date recited above.

DALLAS COLLEGE

By:  Shawnda Floyd (Aug 23, 2023 12:29 CDT) Aug 23, 2023
Shawnda N. Floyd, Ed.D., J.D. Date
Provost

GARLAND INDEPENDENT SCHOOL DISTRICT

By:  Ricardo Lopez (Aug 23, 2023 11:08 CDT) Aug 23, 2023
Ricardo Lopez, Ed.D. Date
Superintendent

APPROVED AS TO FORM

By: _____
Garland Independent School District Legal Counsel (if needed) Date

