

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

THIS INTER-LOCAL AGREEMENT (hereinafter referred to as "ILA ") is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "DCCCD"), a Texas political subdivision of higher education, on behalf of Richland College (hereinafter referred to as "College") 12800 Abrams Road, Dallas, TX 75243, and Garland Independent School District, (hereinafter "GISD"), a Texas Political subdivision of secondary education, pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code ("TEC").

WHEREAS, the parties have agreed to this ILA regarding the establishment of an Early College High School beginning the fall 2019 academic year, serving grades 9-12, located on Richland College campus;

WHEREAS, Services under this ILA are targeted toward low-income students, students who are highly motivated and capable but may need additional assistance to realize their potential, students who are English language learners, students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, and students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation; and

WHEREAS, under this ILA, Early College High Schools (ECHS) are included in the DCCCD Dual Credit Program and are small schools with enrollments of 500 or fewer students who will be allowed to earn both a high school diploma and an Associate's Degree, or alternatively, two years of college credit toward a Bachelor's degree; and

WHEREAS Early College High Schools will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work,

will improve academic performance and self-concept, and will increase high school and college/university completion rates;

WHEREAS, it is the intention of the parties that the ECHS shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High Schools (P-TECH) in Tex. Educ. Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by the Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this ILA mutually agree to the terms and conditions set forth below and in any attachments to this ILA, which are hereby incorporated by reference into the ILA for all purposes.

1. **Attachments to this Agreement** The Agreement contains the following attachments that are incorporated herein by this reference:
 - A. Attachment A: Dallas County Community Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2019-20);
 - B. Attachment B: Course List(s); and
 - C. Attachment C: Payment of Services (*Delete C if not needed and remove references of C throughout this template*).

2. **Term** All terms of this ILA are strictly contingent upon the annual approval of the ECHS Program by the Texas Education Agency (TEA), in compliance with section 102.1091 of the Texas Administrative Code. Subject to prior termination of this ILA as provided in Section 6 of this ILA, “Right of Termination,” the initial term of this ILA is in full force and effect for a period of one year, beginning August 8, 2019 and ending August 9, 2020. At least one hundred twenty days before the expiration of the initial term and any subsequent renewal terms, College and GISD shall review this ILA and may renew it for up to two consecutive one-year terms, upon:
 - A. Annual approval of the ECHS Program by TEA; and
 - B. Written approval of the College and GISD.

Each term for educational services under this ILA is strictly contingent upon the TEA’s annual approval of the ECHS Program.

3. **Guiding Principles**: The College and GISD alliance will function with the following principles:

- A. Establishment of a mutually beneficial partnership between College and GISD 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 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 program successfully.
- E. Location of the Early College High School on the College campus for grades 9-10 on the campus of Rowlett High School and as feasible on the Richland College campus for grades 11-12.
- F. Shared use of College and 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 program who reflect the diversity of the region served by the ECHS (“ECHS Student”).
- H. Compliance with THECB rules relating to Dual Credit which are incorporated into this Agreement 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 1638 (85TH Legislature, 2017), the College and 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 GISD high schools, colleges and at community events.
- C. College Dual Credit Office will collaborate with the ECHS or P-TECH and ISD to assist with recruitment of students and to provide students and families with information about DCCCD colleges and educational opportunities.

- D. The ECHS 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 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 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, ECHS and PTECH 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 and the GISD High School Career 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 and the GISD High School 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 colleges of the DCCCD to other colleges and universities. The college Transfer Services 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.
- G. The ECHS shall provide enrichment opportunities, including:
 - a. A structured program of community service to promote community

- involvement.
- b. Partnering with community businesses to expose students to a variety of potential career options and possible internship opportunities.
 - c. Providing college awareness to current and prospective students and families, including:
 - i. Application assistance,
 - ii. Financial aid counseling, and
 - iii. College and career counseling.

Goal 3- Academic and College Readiness Advising and Support Services

- A. College and ECHS shall provide students with career information, degree and certificate options, and academic advising.
- B. College and ECHS 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 liaison to monitor and advise students on the transferability of all college credit offered and earned.
- E. The ECHS shall support students in their course of study.
 - a. The ECHS shall provide academic support to the students by personalizing the learning environment in the following ways:
 - i. Developing individualized student plans for ongoing academic support,
 - ii. Providing tutoring and/or Saturday school for identified students in need of academic supports,
 - iii. Providing advisory and/or college readiness and support time built into the program of study for all students, and
 - iv. Establishing a mentorship program available to all students.
 - b. The ECHS shall provide social and emotional support to the students as needed, including:
 - i. connections to social services
 - ii. parent outreach and involvement opportunities

Goal 4- Course Quality and Rigor

- A. Content of course will be college-level and ECHS Students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Early College High School Guidelines.

- B. ECHS dual credit courses must demonstrate the same quality and rigor as College courses.
- C. The College shall ensure that an ECHS 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.
- D. ECHS students must maintain satisfactory academic performance in the ECHS 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.
- E. Academic policies applicable to courses taught at the college's main campus shall also apply to ECHS dual credit courses.
- F. The ECHS 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 campus may implement multiple dual enrollment delivery models:
 - a. College courses taught on the college campus by college faculty
 - b. College courses taught on the high school campus by college faculty
 - c. College courses taught on the high school campus by qualified high school faculty
 - d. College courses taught virtually, via distance/online/blended learning

5. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:

- A. **Purpose:** The purpose of this Agreement is to provide a system under which an eligible high school student may enroll in state approved college course(s) and receive course credit for the course(s) from both the college and high school. ECHS dual enrollment is structured education, training, and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education. College, ECHS and ISD will approve Students who are qualified to enroll in courses enumerated in this Agreement. Courses enumerated under this Agreement (see Attachment B) will be offered at both the ECHS and College. Faculty from College and ISD will conduct these courses.
- B. **Governance** The DCCCD Dual Credit program, including the ECHS Program, shall be governed by state and federal laws and regulations, as well as Garland ISD policies

(hereinafter “Garland ISD Policies”) and DCCCD rules, regulations, policies, and procedures, including, without limitation, policies set forth in the DCCCD Board of Trustees Policies and Administrative Procedures Manual, and all other applicable rules, regulations, and operational memorandum of the College (hereinafter, “DCCCD Policies”). In the event of a conflict between the Garland ISD Policies and those of the DCCCD, DCCCD Policies shall control.

(1) The ECHS Principal shall:

a. Have the reasonable authority to implement the following, consistent with the rules and guidelines established by TEA, GISD, and DCCCD:

(1) Staffing;

(2) Budget;

(3) Student assessment, curriculum and scheduling;

(4) Professional development;

(5) Access to school and student data for ECHS Students with permission of the College; and

(6) Parent and community involvement consistent with the mission and needs of the school.

b. Report to GISD's Superintendent or his/her designee through the established GISD governance structure; and will collaborate with the Richland College president or designee on matters related to the ECHS.

c. Serve as the primary contact and spokesperson for the 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 program.

(2) The ECHS Advisory Committee:

a. Will serve as an advisory committee to the ECHS Principal and the College President or Designee in developing a coherent program across institutions.

b. Shall include, but is not limited to, representatives of GISD, which are Rowlett Early College High School Committee Site-Based Decision-Making Committee ("SBDM"), College, and representatives of Educate Texas. The specific membership of the Early College Advisory Committee will be determined by the Superintendent of GISD, the President of College, the Principal of Rowlett Early College, and they shall meet regularly as reasonably agreed upon by the advisory committee.

C. Description of Services College shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment B exclusively for qualified ECHS students.

D. Awarding Credit for Courses:

The College will award credit for courses for which Dual Credit Course Articulation Agreements have been approved. 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. Within the scope of this provision, but not later than ten (10) business days prior to the start of the semester, courses may be revised or added to Attachment B, without the necessity for Board approval, in the following instances only:

- a. Through an oversight, the parties inadvertently omitted classes from the course matrix that they previously agreed to include;
- b. A typographical, transcription relating to course identifiers, or other minor editing errors; and
- c. If the State changes course offerings, then the appropriate change may be made.

The College shall be solely responsible for properly documenting all information on the course matrix.

ECHS 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.

E. Transcripting of Credit: For ECHS Dual Credit Courses, high school as well as college credit shall be transcripted immediately upon a student's completion of the performance required in the course.

F. Conditions of Service. The parties understand and acknowledge the following conditions of service under this Agreement:

- (1). The Dallas County Community College District Dual Credit program falls under Texas Higher Education Coordinating Board Rule 19 TAC §§ 4.81-4.85, "Dual Credit Partnerships Between Secondary Schools and Texas Public Institutions of Higher Education." Services under this Agreement are limited exclusively to Dual Credit for the DCCCD in-county discounted tuition rate of \$59 per credit hour for eligible dual credit courses including online dual credit courses (Attachment B).
- (2). All students wishing to participate in the ECHS program by taking a 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 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 a DCCCD 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”); and
 - (h). Demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines
- (3). To enroll in a ECHS Dual Credit course offered under this Agreement, 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.
- (4). Courses approved for dual credit by the THECB shall be in the college’s:
- (a). Core Curriculum;
 - (b). Career and Technical Education Courses that apply to any certificate or Associate Degree offered by the institution; courses contained in the Workforce Education Manual (WECM);
 - (c). Courses with the following rubrics: ACCT, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, and RNSG; and
 - (d). Foreign Language courses
- (5). Each ECHS Dual Credit course offered under this Agreement 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. Copies of all major examinations will be submitted at the end of the semester to the appropriate division dean at the College.
- (6). Approved ECHS dual credit courses may be within Educational Pathways, Blocks of Credit, Certificates and/or Degree Plans. 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 in order to take certain college courses. Dual credit courses provide students college level instruction along with college level expectations within the classroom.

- (7). In accordance with THECB regulations, ECHS dual credit class may be comprised of ECHS Dual Credit students only or of ECHS 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.
- (8). The College, GISD and Rowlett ECHS shall collaborate to ensure the rigor, academic requirements and standards applicable to the ECHS Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those ECHS Dual Credit Courses taught by employees of Garland ISD High School, it shall be the obligation of Garland ISD High School 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 DCCCD. In the event College shall determine that a Dual Credit Course(s) taught by a Garland ISD High School employee(s) fails in any respect to meet any required standard, College will provide Garland ISD High School notice of such failure and Garland ISD High School shall promptly undertake to remedy such deficiency. In the event Garland ISD High School shall fail to undertake to promptly remedy such deficiency, College may take any and all appropriate actions up to and including termination of this Agreement.
- (9). A College supervisor will review the major examinations in each ECHS Dual Credit course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (10). College and ECHS will agree on the number of students per class.
- (11). ECHS shall adhere to the DCCCD Guidelines for Dual Credit Courses and Remedial Courses that are incorporated into this Agreement set forth on Attachment A. If the Texas Higher Education Coordinating Board and Dallas County Community College District adopt new Guidelines during the term of this

Agreement, these new Guidelines shall take precedence over the previous DCCCD Guidelines. College will promptly provide GISD with a copy of any new or revised Guidelines.

- (12). If a student is enrolled simultaneously in college and high school pursuant to this Agreement, the College and ISD may share information regarding the student in accordance with the Family Education Rights and Privacy Act (FERPA), 34 CFR § 99.34(b) and as set forth in the duly executed data sharing agreement between the parties. Any sharing of educational records with third-parties shall be governed by section 7 below.
- (13). Students may be allowed to attend approved Dual Credit course(s) at another DCCCD college listed within this Agreement when a specific course(s) is not available at the DCCCD college within the students' service-area. The student shall submit the request to enroll in a course outside of the student's service area using the High School Enrollment form. The College will review the request determine course availability at another college within the District. Student will need to register with home college location. Colleges must monitor courses taken to ensure one college provides 25% or more of the course work required within a degree or certificate program for college graduation. Not all Dual Credit courses may be available at other DCCCD college(s).
- (14). Enrollment of an ISD High School student in an online ECHS Dual Credit course provided under this Agreement will be reviewed on a case by case basis with the parent/guardian and student. The review will serve to explain the requirements and expectations of online ECHS Dual Credit courses. The ultimate enrollment decision rests with the College after consultation with the appropriate ISD High School counselor.
- (15). Students may take approved ECHS Dual Credit courses. ECHS Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such ECHS Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved ECHS Dual Credit courses will be made available at the College and/or High School. College may also offer ECHS Dual Credit courses at the College during the evening, week-end and summer to ECHS Students. The GISD High School may accept ECHS Dual Credit courses for dual credit upon student presenting official College transcript to GISD High School. Courses not listed in Attachment B do not qualify for dual credit. Students who have acquired TEA course graduation requirements are not eligible for dual credit.

- (16). College's performance of its duties under this Agreement is specifically contingent upon the appropriation and allotment of adequate funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the DCCCD's Board of Trustees (the "Board")
- (17). High School and College understand and acknowledge that the DCCCD, 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 DCCCD property where such concealed carry of handguns is not prohibited. As such, Students may at times be in areas of DCCCD 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 DCCCD may be in areas in which the concealed carry of handguns by license holders is permissible and the realities associated therewith.

G. Responsibilities of Garland ISD: GISD shall have the following duties:

- (1) Apply to the TEA for the establishment and continual approval, as necessary, for an Early College High School; and
- (2) Involve College Faculty who teach dual credit (excluding End-of-Course (EOC) tested courses) courses in design and implementation of dual credit courses to assure that course goals enable students to master the State of Texas Assessments of Academic Readiness (STAAR);
- (3) Provide and pay the salary of appropriately credentialed ISD high school instructors to teach ECHS dual credit courses; and
- (4) When necessary, provide transportation for students to and from the College campus; and
- (5) Provide breakfast and lunch to students who participate in ECHS Program under this Agreement for the term of this Agreement.
- (6) Ensuring the ECHS 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.
 - ii. Provide a contact person who will fulfill the duties of a ECHS Dual Credit Coordinator including:
 1. Assisting students in completing all required admissions documents;
 2. Assisting with student orientation;
 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;
- 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 ISD and High School;
 2. DCCCD Policies as defined in Section 5B

I. Responsibilities of College:

- (1) Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the ECHS;
- (2) Ensure that course guidelines are followed;
- (3) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (4) Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and GISD
- (5) Pay salaries of College instructors who teach college courses at the high school;
- (6) Provide an area, per GISD, state and federal requirements, where students may eat GISD provided breakfast and lunch meals, as enumerated under paragraph 3.D. (5)., Infra, of this ILA;
- (7) Collaborate with GISD employees serving as administrators on the College campus; and
- (8) Provide the same level of security to high school students the College provides to College students.

J. Faculty: College and ISD, as appropriate, shall provide instructional faculty who meet TEA and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements.

- (1) College will select instructors of ECHS Dual Credit courses. Faculty provided by College:
 - a. Shall meet the College's academic credentialing requirements for teaching College courses; and
 - b. Shall teach dual credit courses that are not a part of the state's End-of-Course testing program;
 - c. College shall provide and pay the salary of appropriately credentialed College instructors to teach ECHS courses.

- d. Faculty provided by GISD: Shall teach ECHS high school courses and STAAR EOC tested ECHS dual credit courses.
 - e. Who meet the academic credentialing requirements of the College, may be designated, if appropriate, as College Adjunct faculty.
- (2) College and ISD High School 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.

K. Classroom and Office Facilities:

- (1) ECHS (whether high school or dual credit courses) credit courses for 9th through 10th graders will be conducted at Rowlett Early College High School, 11th through 12th graders will be conducted at Richland College.
- (2) College will negotiate with GISD regarding logistical needs and office space for use by faculty and staff.
- (3) College reserves the right to assess a facility use fee only for years three and four of the agreement when 9th through 12th graders are taking classes at College. Such facility use fee shall be paid by GISD to College for classrooms and labs. This facility use fee will be detailed in a mutually-agreeable, written amendment entered into between the parties as may be necessary if the College determines it necessary to assess such a facility fee.
- (4) 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 Agreement.
- (5) Students, faculty, and staff shall obtain a College identification card.
- (6) Classroom selection will be mutually approved by the parties, provided that the College shall have final discretionary authority with respect to the use of any classroom space(s) on its campus. Maintenance, repair and setup of classroom spaces at College will be paid by the College.
- (7) With the prior written approval of the College President, or designee, which approval will not be unreasonably denied, conditioned or delayed, College shall allow GISD to make non-structural, temporary modifications to accommodate the installation of personal property, trade fixtures, equipment and other temporary installations in the ECHS 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 shall remain GISD's property free and clear of any claim by DCCCD, provided that same may be removed, on termination of this Agreement, or earlier as may be necessary, without damaging the College's property, reasonable wear and tear excepted. Both parties to this Agreement shall have the right to remove the same at any time during the

term of this Agreement. GISD shall pay all costs associated with the setup, relocation or removal of telephone, electronic mail and other telecommunication equipment and services. Upon termination, cancellation, or expiration of this Agreement, GISD shall have sixty (60) days to remove all its personal property and equipment from the ECHS office. GISD shall return college property in good condition less reasonable wear and tear.

L. Scholarship, Tuition, Textbooks and School Supplies:

- (1) In accordance with DCCCD Policies: College will provide tuition scholarship to qualified Early College High School students enrolled in dual credit courses based on the Dual Credit Course Articulation Agreement.
- (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 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 Agreement 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 will then pay a higher tuition rate with few exceptions. Students should take care in dropping a course.
- (3) The ECHS or 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 college faculty and made available online, at the high school through an arrangement with Follett, and/or in 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 Administrator 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 agreed upon textbooks, and supplemental materials required for classes, as determined by the Dual Credit Course Articulation Agreement, shall be provided by Early College High School.
- (7) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by GISD may be used for the time period consistent with local College practices, but not fewer than 2 years.
- (8) College classroom textbook(s) shall be determined and made available prior to the start of classes. 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.
- (9) 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.
- (10) College classroom textbook(s) shall be determined and made available for purchase to ECHS students 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 Agreement, the Colleges may commence their services during an academic term that does not coincide with the beginning date of this Agreement. This is because some portion of the Dual Credit courses are, or may be taught utilizing high school teachers. In the event ISD High School teachers are used to teach ECHS Dual Credit courses, DCCCD agrees to pay for such Dual Credit instructional services for Dual Credit Courses contemplated by this Agreement, in accordance with Attachment C.

AUTHORIZED EXPENDITURES NOT TO EXCEED:		
RLC	During Initial Term Beginning: 2019-2020	\$10,000
RLC	Aggregate: \$ (College Grand Total listed here)	\$40,000

N. Recruitment and Enrollment of Students:

- (1) GISD staff will recruit eighth graders annually utilizing a recruitment plan with input from all stakeholders GISD, Rowlett Early College High School and College that include regular activities to inform all stakeholders of the opportunity for a qualified student(s) to attend an Early College High School.
- (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 Early College High School.
- (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 GISD 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 DCCCD Student Code of Conduct should be reported in writing to the ECHS administrator. Disciplinary action shall be taken, as necessary, by the ISD and the ECHS Principal in coordination with the College Student Discipline officer. The College, in all instances, reserves the right to refuse to admit to the ECHS students with a record of disciplinary problems. ECHS students, faculty and staff shall adhere to all applicable policies of the ISD and DCCCD policies

Q. Media and Public Relations: Media and public relations regarding the Early College High School will be managed according to GISD and College protocols.

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

- (1) Policies of GISD and
- (2) DCCCD Policies, as applicable;
- (3) All applicable local, state and federal laws and regulations, including, but not limited to:
 - a. **Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681-1688 (“Title IX”):** The College and GISD acknowledge that each has an obligation under Title IX and agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation on the basis of any protected category involving a _ student or employee of the College or the ISD. The College Title IX Coordinator shall address any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a DCCCD sponsored program or event, including the ECHS program. All faculty teaching Dual Credit courses must

participate in Title IX Compliance training, available through the College eConnect menu for employees.

- b. **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):** Prior to the start of each semester, the High School and College shall collaborate on the development and communication of procedures for providing students with disabilities the opportunity to request accommodations through their college of enrollment. High school shall collaborate with College to provide disability services to students with disabilities in accordance with applicable law, including, but not limited to, providing recommendations and documentation for requested accommodations.
- c. **Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”):** College and ISD acknowledge that each has a legal obligation to maintain the confidentiality and privacy of student records in accordance with FERPA. Neither College nor ISD may disclose Student information received from the disclosing party (ISD/College) under the Data Sharing Agreement between the parties (“Data Sharing Agreement”), to a third party without prior written consent from the parent or eligible student. College and ISD must destroy any Student Information received from the disclosing party in performance of services under this ILA when such Student Information is no longer needed for the purposes contemplated under this ILA or as outlined in the Data Sharing Agreement.

6. **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 any and 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 of this ILA. The provisions in this paragraph are solely for the benefit of the parties to this ILA and are not intended to create or grant any rights, contractually or otherwise to any third party.

7. **Right of Termination:** This Agreement 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 DCCCD Policies or the policies of GISD, 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.

- In the event that a party believes that another party has materially breached this Agreement 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 Agreement will be allowed to finish their coursework without penalty.
- D. This Agreement may also be terminated immediately if GISD has not received authority for ECHS designation renewal from the Texas Education Authority ("TEA"), in compliance with section 102.1091 of the Texas Administrative Code ("Designation"). In the event ISD does not receive Designation, 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. Provided, further, that the Parties agree that performance by the College under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the DCCCD's Board of Trustees (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then College will issue written notice to GISD and either party may terminate this Agreement without further duty or obligation under this Agreement. GISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of College.
 - F. If a party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.
8. **Assignment:** Neither party may assign their interest in this ILA without the written permission of the other party.
9. **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 are granted or implied.
 - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the DCCCD and GISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement 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 Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the DCCCD 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.

10. 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 Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Governing Law and Venue: This Agreement 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 Agreement:

- 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 Agreement;
- 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.

12. 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 any and all applicable statutes, rules and regulations. Parties to this ILA shall comply with all Federal, State and local laws.
- B. If the THECB adopts new guidelines for Early College High School 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. Colleges and 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. Technology requests specific to ECHS environments on DCCCD properties are to be coordinated through the GISD central technology departments, delivered to both college IT Director and DCCCD District IT Deputy Chief Innovation Officer.
- E. Transportation to and from College is responsibility of High School and/or Student.
- F. College and High School will collaborate to provide services to students with disabilities.
- G. College and High School will collaborate to provide Health Center services to students.

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

Dallas County Community College District

To: Joe D. May
Chancellor
Dallas County Community College District
1601 South Lamar Street
Dallas, TX 75215
214-378-1601
214-378-1810
jmay@dcccd.edu

Garland Independent School District

To: Dr. Ricardo Lopez
Superintendent
501 S. Jupiter
Garland, TX 75042
972-494-8201
A701@garlandisd.net

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.

- 14. Nondiscrimination:** Parties to this Agreement shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- 15. Parol Evidence and Status of Agreement:** This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
- 16. Signatory Clause:** The individuals executing this Agreement on behalf of Richland College and GISD acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement and the Attachments A and B hereto. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in Section 5 of this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Joe D. May **Date**
Chancellor,
Dallas County Community College District

RICHLAND COLLEGE

By: _____ **Date**
Kathryn K.Eggleston, Ph.D.
Richland College

GARLAND INDEPENDENT SCHOOL DISTRICT

By: _____ **Date**
Printed Name reflecting signature & Title

Attest: _____ **Date**
(Include if necessary)

By: _____ **Date**
ISD Attorney
Approved as to Form (Include if necessary)