

DALLAS INDEPENDENT SCHOOL DISTRICT

RENEWAL AGREEMENT

This Renewal Agreement between **Dallas Independent School District** ("District"), a local political subdivision of the State of Texas, Dallas College, and Dallas ISD IT is made and entered into effect on the date of execution by the District.

RECITALS

Whereas, the District, Dallas College, and Dallas ISD IT made and entered into an Interlocal Agreement as of May 23, 2018 to provide services for Madison P-TECH (the "Interlocal Agreement"); and executed the first renewal option as of October 19, 2020

Whereas, District, Dallas College and Dallas ISD IT desire to renew the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the agreement made, the Parties agree to the following:

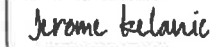
1. The Interlocal Agreement is hereby renewed for an additional one-year term from July 1, 2021 through June 30, 2022.

All other terms and conditions, including any and all attachments and documents stemming from the Interlocal Agreement, shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement on the dates set forth below.

Dallas ISD IT



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Signature of Authorized Representative

Jerome kelanic

Printed Name of Authorized Representative

CTO

Title of Authorized Representative

6/1/2021

Date Executed

Approved as to form for [Partner Name]:

Legal Counsel for [Partner Name]

Dallas College



Signature of Authorized Representative

Shawnda Floyd

Printed Name of Authorized Representative

Provost

Title of Authorized Representative

Jul 29, 2021

Date Executed

Approved as to form for [Dallas College]:



Shannan Floyd (Jul 29, 2021 16:33 CDT)

Signature

Provost

Title

Dallas Independent School District:



FDBF04641F8E492...

Signature of Authorized Representative

Usamah Muhammad-Rodgers

Printed Name of Authorized Representative

Deputy Chief SI

Title of Authorized Representative

8/5/2021

Date Executed

Approved as to form for Dallas ISD:



7A04538560904F5...

Signature

Assistant General Counsel

Title

P-TECH 9-14 MODEL INTERLOCAL AGREEMENT

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT, DALLAS INDEPENDENT SCHOOL DISTRICT AND DALLAS ISD IT DEPARTMENT

This tri-party Interlocal agreement, ("ILA") is entered into by and among Dallas ISD IT Department , a corporation incorporated under the laws of the State of Texas with its principal place of business in 9400 N. Central Expressway, Dallas, TX 75231; the Dallas Independent School District ("Dallas ISD"), a Texas political subdivision of secondary education; and the Dallas County Community College District ("DCCCD"), a Texas political subdivision of higher education, on behalf of El Centro College (collectively, the "Parties"), and sets forth the roles of the various parties in regard to the implementation of the Pathways to Technology Early College High School ("P-TECH") model at James Madison High School (the "Program")

This ILA supersedes any and all previous documents, agreements or ILAs defining the role or scope of involvement Dallas ISD IT Department has in support of this program.

OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating Madison Pathways to Technology Early College High School at El Centro College ("School"). The School's mission is to provide all students with an education that begins in grade 9, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree, thus preparing students to succeed in college and/or a career. The program also includes appropriate work based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The School is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into postsecondary education is problematic, 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, English language learners, and students with disabilities. The primary point of entry is the ninth grade. The School will admit approximately 100-125 students in its initial 9th grade class, and will grow by approximately 100-125 students each year, until the school reaches full capacity of 400-500 students.

The School's curricula program is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the Management, IT/CIT Personal Computer Support field. All college courses offered to students while enrolled in the School will be provided to students free of charge to students. All DCCCD college fees for courses offered to students under this ILA will be defrayed by DCCCD scholarships for students.

The Parties will work together to develop, evaluate and revise the School's Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

ROLES AND RESPONSIBILITIES

A. Dallas ISD IT Department Responsibilities

1. Dallas ISD IT Department will be committed to support the full implementation of the Overall School Model as outlined.
2. Dallas ISD IT Department will provide mentoring to participating students. The number of students mentored and the professions of the mentors will be decided collaboratively between Dallas ISD IT Department and the other partners as the program progresses. Prior to performing services under this ILA, all mentors must register and clear the required criminal background check as outlined by VOLY (DISD's volunteer database system).
3. Dallas ISD IT Department will collaborate with Dallas ISD to provide first priority in interviewing for any positions for which the student is qualified and available when the student has completed the program. Dallas ISD IT Department will also work with the other Parties to outline the key skills students will need to succeed in those positions. Dallas ISD IT Department will work with its internal managers and its clients to consider students at the School for available employment opportunities.
4. Dallas ISD IT Department will provide a dedicated staff member to manage Dallas ISD IT Department's responsibilities. This dedicated staff person will be available at least 60% of the time (the equivalent of three days per week) to support the relationship under this ILA with the School. This staff person will, among other duties, coordinate site visits to Dallas ISD IT Department's facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula. Dallas ISD IT Department will also provide other appropriate staff to participate in the Local Partnership Committee. Under this ILA, the Local Partnership Committee is comprised of representatives from James Madison High School, El Centro College, Dallas ISD and Dallas ISD IT Department as reasonably determined by the parties.
5. Dallas ISD IT Department will help define and provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. Dallas ISD IT Department will provide internship opportunities during the term of this ILA. For qualified students from the school Dallas ISD IT Department will assist the School's staff in identifying additional organizations in the Management, and

IT/CIT Personal Computer Support field to ensure that students have the opportunity to participate in a variety of internship experiences during the course of the program.

6. Dallas ISD IT Department will work with the School's staff and the other Parties to this ILA to assist the School to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Dallas ISD IT Department will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
7. Dallas ISD IT Department will allow DCCCD/El Centro College, Dallas ISD/James Madison High School, and the School's staff and students appropriate access to Dallas ISD IT Department facilities to support program activities, including, but not limited to, flexible scheduling, internships, job shadowing, mentoring, and other "real life" work experiences for students.

B. DCCCD/El Centro College Responsibilities:

1. DCCCD/El Centro College will be committed to the full implementation of the Overall School Model as outlined herein.
2. DCCCD/El Centro College will allow the School's staff and students access to DCCCD/El Centro College's facilities relevant to the academic success of the students.
3. DCCCD/El Centro College will work with the School's staff and the other Parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. DCCCD/El Centro College will:
 - a. Identify specific courses needed to earn an associate degree, including opportunities for credit-bearing courses no later than 10th grade;
 - b. Ensure that those courses are available at a time and place that is accessible to students in the School; and
 - c. Work with the School to determine which courses will be taught by:
 - (1). DCCCD/El Centro College faculty;
 - (2). High school teachers with adjunct status; and
 - (3). A combination of the two.
4. DCCCD/El Centro College faculty will collaborate with the School's teachers to ensure alignment and appropriate supports between high school and college-level courses. DCCCD/El Centro College faculty will work with Dallas ISD IT Department to ensure that coursework is aligned to technical skills and competencies consistent with the appropriate internships.

5. DCCCD/El Centro College will be responsible for ensuring college credit-bearing courses meet the rigor and standards of the DCCCD/El Centro College. As such, college courses offered to students at the School will be governed by the following:
 - a. All courses offered for college credit must be regular DCCCD/El Centro College courses, developed and approved by DCCCD/El Centro College faculty, approved through DCCCD/El Centro College governance, and listed in the DCCCD/El Centro College course catalogue. The course syllabus determines course content, required textbooks, assessments, and policies on attendance and grading.
 - b. All instructors of college-level courses must meet DCCCD/El Centro College's academic requirements and are subject to the approval of the relevant DCCCD/El Centro College department chairperson in consultation with the School's principal. In some instances, high school teachers (who are Dallas ISD/James Madison High School employees) may meet the requirements for college-level instruction. All high school teacher instructors shall possess and maintain the following: appropriate education; knowledge; professional experience; and; valid and current certifications where necessary to teach college-level courses under this ILA. If Dallas ISD/James Madison High School employees teach college-level courses as part of their regular teaching load, they are not eligible for additional compensation from any party.
6. DCCCD/El Centro College will work with the School to collect data on college course-taking and experiences. DCCCD/El Centro College course registration must be entered into all appropriate college systems using appropriate program codes.
7. DCCCD/El Centro College will provide dedicated staff to work on the initiative, including a DCCCD/El Centro College liaison who has the authority to coordinate with the School.
8. DCCCD/El Centro College will coordinate with the Steering Committee to assure that the relevant degree is funded by DCCCD scholarships for Students and their families, developing a financial plan to cover the cost of instruction.
9. As outlined in the agreement the Industry Partner will collaborate with the School and DCCCD/El Centro College in the following ways to address:
 - a. Parties will work together to develop a Scope and Sequence plan that will serve as a blueprint for curriculum development and programming for students and staff.
 - b. Establish and maintain a partnership agreement which will provide 100% of participating students access to appropriate work-based training and education at every grade level.
 - c. The industry or business partner will give to a student who receives work-based training or education from the partner under the P-TECH program first priority in interviewing for any jobs for which the student is qualified.

C. Dallas ISD/James Madison High School Responsibilities:

1. Dallas ISD/James Madison High School will be committed to the full implementation of the Overall School Model as outlined within this ILA.
2. Dallas ISD/James Madison High School will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Dallas ISD/James Madison High School will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
3. Dallas ISD/James Madison High School will establish a college-like culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
 - time management;
 - collaboration;
 - problem-solving;
 - leadership;
 - study skills;
 - communication; and
 - tenacity.
4. Dallas ISD/James Madison High School will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the Management, IT/CIT Personal Computer Support field.
5. Dallas ISD will provide a facility to house the School at James Madison High School, located at 3000 Martin L King Bd, Dallas, 75215. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
6. Dallas ISD/James Madison High School will allow DCCCD/El Centro College and Dallas ISD IT Department faculty and staff appropriate access to the School to support program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
7. Dallas ISD/James Madison High School will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School. Dallas ISD/James

Madison High School will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.

8. Dallas ISD will provide regular operating funds to the School in the same manner consistent with other Dallas ISD schools. Dallas ISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
9. Dallas ISD will support the School's principal in identifying qualified staff to teach in the School.
10. Dallas ISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. Dallas ISD/James Madison High School will share best practices from other Dallas public schools that effectively serve a wide range of high school students in achieving college and career readiness.
11. Dallas ISD will provide the criminal background checks for all mentors under this ILA.

CONFIDENTIALITY OF INFORMATION

A. STUDENT CONFIDENTIALITY. DCCCD acknowledges that the Dallas ISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). DCCCD is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCCCD acknowledges that each must comply with said law and regulations and safeguard student information. DCCCD may not re-disclose the information to a third party without prior written consent from the parent or eligible student. DCCCD must destroy any student information received from the Dallas ISD when no longer needed for the purposes listed in this ILA.

1. DCCCD will be provided information as outlined in the data sharing agreement approved by Dallas ISD and DCCCD on July 11, 2016.
2. When Dallas ISD provides DCCCD such student information, Dallas ISD shall include the following statement all on the cover page:

"This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student."

B. DCCCD and Dallas ISD intend to designate Dallas ISD IT Department as a "school official" with "legitimate educational interests" in academic and other data pertaining to DCCCD and Dallas ISD students enrolled in the Program under this ILA. As a "School official" with "legitimate educational interests," as those terms have been interpreted by the U.S. Department of Education under the Family Educational Rights and Privacy Act, and its implementing regulations, Dallas ISD IT Department acknowledges that it must

comply with FERPA and agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99 (a) on school officials. Dallas ISD IT Department shall regard all student information it receives as confidential and shall not disclose such student information to any third party, except as permitted or required by this ILA, required by law, or as otherwise authorized by DCCCD and Dallas ISD, as appropriate, in writing. Dallas ISD or School will provide Dallas ISD IT Department with student names and pathway of study.

C. Texas Public Information Act ("TPIA"). Dallas ISD IT Department and DCCCD acknowledge that the Dallas ISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. by Dallas ISD; or
2. for Dallas ISD and Dallas ISD
 - a. owns the information; or
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to official business of the Dallas ISD.

Dallas ISD IT Department and DCCCD are expected to fully cooperate with the Dallas ISD in responding to public information requests. This includes, but is not limited to, providing the Dallas ISD with requested documentation. In the event that the request involves documentation that Dallas ISD IT Department and DCCCD have clearly marked as confidential and/or proprietary, Dallas ISD will provide Dallas ISD IT Department and DCCCD with the required notices under the TPIA. Dallas ISD IT Department and DCCCD acknowledge that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

TERM & TERMINATION

A. Term:

This ILA shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this ILA may be renewed for up to two (2) one-year terms, provided that:

1. Not less than thirty-(30) days prior to the expiration of the initial term or any renewal term, the parties shall have agreed in writing to renew this ILA;
2. DCCCD and Dallas ISD IT Department not in default of this ILA; and
3. This ILA has not been terminated.

B. Termination:

This ILA may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties. If this ILA is terminated during an academic term, Students enrolled in classes under this ILA will be allowed to finish their internship.

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. In the rare event that any legal action should arise out of or relating to this ILA or the relationship it creates, the Parties agree that such action shall be heard exclusively in Dallas County, Texas.

MODIFICATION

Any modification or amendment of this ILA must be in writing, approved and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this ILA warrant that their 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. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. In the performance of their obligations under this ILA, Parties to this ILA shall act fairly and in good faith. Where notice, approval, or similar action by either party hereto is permitted or required by any provision of this ILA, such action shall be in writing and shall not be unreasonably delayed or withheld.
- C. The term "Partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this ILA of a Partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of Partners.
- D. By entering into this ILA, the Parties do not create any obligations, express or implied, other than those set forth herein, and this ILA shall not create any rights in any persons or entities who are not parties to this ILA.
- E. Parties to this ILA shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

SIGNATORY CLAUSE

The individuals executing this ILA on behalf of Dallas Independent School District, Dallas ISD IT Department and the Dallas County Community College District 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. This ILA shall not become effective until executed by each party. Therefore, the Parties to this ILA shall begin their respective duties only after the last party has signed and dated this ILA.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dallas ISD IT Department

Jerome Kelanic
Chief Technology Officer
Dallas ISD IT Department
9400 N. Central Expressway
Dallas, TX 75231

DCCCD

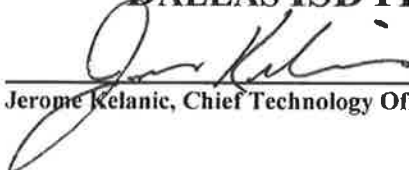
Dr. Jose Adames
President
El Centro College
3330 N Hampton Rd.
Dallas, TX 75212

Dallas ISD

Dan Micciche
School Board President
Dallas ISD
3700 Ross Avenue
Dallas, TX 75204

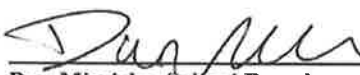
With copy to:
Legal Services
Dallas ISD
3700 Ross Avenue, Box 69
Dallas, TX 75204

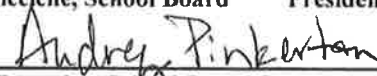
DALLAS ISD IT DEPARTMENT

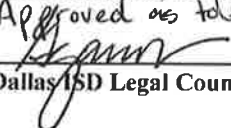
By:  5-23-18
Jerome Kelanic, Chief Technology Officer Date

By: _____ Date
Dallas ISD IT Department Attorney

DALLAS INDEPENDENT SCHOOL DISTRICT

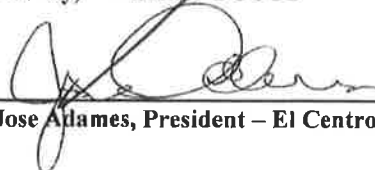
By:  4-26-18
Dan Micciche, School Board President Date

ATTEST BY:  4-26-18
~~AUDREY~~ Audrey Pinkerton, School Board Secretary Date
~~PINKERTON~~ Approved as to form for Dallas ISD ONLY

By:  3/26/18
Dallas ISD Legal Counsel Date

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By:  5/21/18 *Rev*
Joe D. May, Chancellor DCCCD Date

By:  5/21/18
Dr. Jose Adames, President – El Centro College Date