



FOR USE BY BOARD SERVICES OFFICE
BOARD FILE #: _____
AMENDED DATE: _____ (See Minutes)

Meeting Type: Board Meeting Meeting Date: January 27, 2022
Policy Reference: CH(LOCAL)

CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE THE AGREEMENT BETWEEN DALLAS COLLEGE, DALLAS INDEPENDENT SCHOOL DISTRICT, AND REDHOUSE VIRTUAL EDUCATION FOR KIMBALL HIGH SCHOOL IMPLEMENTATION OF P-TECH. (JANUARY 27, 2022 - JUNE 30, 2023 WITH UP TO (2) ONE-YEAR RENEWABLE OPTIONS/NO FINANCIAL IMPACT)

• Justification:	Kimball High School operates a P-TECH program in conjunction with Dallas College that provides an opportunity for students to earn both a high school diploma and an Associate Degree, or earn a maximum of two years of college credit which is transferable to 4-year college or university. Industry partners are the key to post-graduate workplace success. P-TECH Industry partners provide real-world experiences that prepare students to enter their chosen field. These experiences include mentoring, professional networks, project-based learning activities and internships.					
• Bid/RFP Statistics and Information:	Received:	N/A	M/WBEs:	N/A	• Bid/RFP #:	• Opening Date:
• M/WBE Information:	Compliant:	N/A	M/WBEs:	N/A	N/A	N/A
	In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at _____ % of the contract amount.					
	<input type="checkbox"/> No subcontracting opportunities			<input type="checkbox"/> M/WBE vendor		
	<input type="checkbox"/> Committed to achieving _____ %			<input type="checkbox"/> Multiple M/WBE vendors #		
• Recommended Vendor(s):	Dallas College and REDHOUSE Virtual Education					
• Contract Type:	Interlocal Agreement					
• Contract Term:	January 27, 2022 - June 30, 2023 with up to (2) One-year Renewable Options					
• Lowest Responsive Bidder(s):				• Sole Source Vendor: No		
• Funding Information:						
<input type="checkbox"/> Budget Approval (Budget Department Approval Required)	NA <input checked="" type="checkbox"/>	Request #:		PO #:		Project Order #:

• Contact Information:
Name: Usamah Rodgers Title: Deputy Chief of Strategic Initiatives
Department: Post-Secondary Partnerships and Programs Phone #: 972-925-5488

BE IT RESOLVED BY THE DALLAS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES: That the Board of Trustees approves the Interlocal Agreement between Dallas College, Dallas Independent School District, and REDHOUSE Virtual Education for Kimball High School Implementation of P-TECH. (January 27,2022 - June 30, 2023 with up to (2) One-year Renewable Options/No Financial Impact).

The Board action shall take effect immediately upon passage unless otherwise noted.

• Detailed Information Sheet(s) attached: Yes No

**P-TECH 9-14 MODEL
AGREEMENT
DALLAS COLLEGE,
DALLAS INDEPENDENT SCHOOL DISTRICT AND
REDHOUSE VIRTUAL EDUCATION**

This P-TECH 9-14 Model Agreement, (“Agreement”) is entered into by and among REDHOUSE Virtual Education, Inc. hereinafter referred to as “Industry Partner”, a corporation organized under the laws of the State of Texas with its principal place of business in 2675 Kettle Creek Drive, Frisco, TX 75034, the Dallas Independent School District, hereinafter referred to as “Dallas ISD”, a public independent school district and political subdivision of the State of Texas; and the Dallas College, hereinafter referred to as “Dallas College” or “College”, a Texas political subdivision of higher education located at 1601 Botham Jean, Blvd. Dallas, TX 75215, (each a “Party” and 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, hereinafter referred to as “P-TECH”, model at 3606 S Westmoreland Rd, Dallas, TX 75211 (hereinafter referred to as the “Program”).

OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating Justin F. Kimball High School (“Program”). The Program’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 in Arts, thus preparing students to succeed in college and/or a career. The program also includes actual work experiences designed to prepare students for positions in the Arts field.

The Program is open to students of all backgrounds and abilities, including at-risk students, students who are highly motivated and capable but may need additional assistance to realize their potential, students for whom a smooth transition into postsecondary education is now 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 Program admits approximately 100-125 students each year into the 9th grade class, and has approximately 100-125 students in each grade level, and has achieved full capacity at approximately 400-500 students.

The Program’s curriculum and support program is designed to support a wide range of 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 Arts field. All college courses offered to students while enrolled in the Program will be free of charge to students and their families. All

Dallas College fees for courses offered to students under this Agreement will be defrayed by Dallas College scholarships for students and their families. Dallas ISD will be responsible for covering fees incurred by student course retakes.

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.

ROLES AND RESPONSIBILITIES

A. Industry Partner Responsibilities

1. Industry Partner will be committed to the full implementation of the Overall School Model by providing those resources, opportunities and activities as outlined and specified in this Agreement.
2. Industry Partner will provide mentoring opportunities to participating students. The number of students mentored, and the professions of the mentors will be decided collaboratively between Industry Partner and the other partners as the program progresses. Prior to performing services under this Agreement, all mentors must clear the required criminal background check.
3. Industry Partner will collaborate with Dallas ISD to match entry-level positions and provide first priority in interviewing for any positions for which the student is qualified and available when the student has completed the program. Industry Partner will also work with the other Parties to outline the key skills students will need to succeed in those positions. Industry Partner will work with its internal managers and its clients to consider students at the Program for available employment opportunities.
4. Industry Partner will provide a dedicated staff member to manage Industry Partner's responsibilities. This dedicated staff person will be available to support the relationship under this Agreement with the School. This staff person will, among other duties, coordinate site visits to Industry Partner's facilities, recruit, and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula. Industry Partner will also provide other appropriate staff to participate in the Local Partnership Committee. Under this Agreement, the Local Partnership Committee is comprised of representatives from Justin F. Kimball High School, Dallas College, Dallas ISD Administration and Industry Partner as reasonably determined by the parties.
5. Industry Partner will help define and provide opportunities for appropriate workplace experiences (e.g., design projects, workplace visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. It is anticipated that each Program's students will participate in

internship experiences. Industry Partner will provide internship opportunities each year during the term of this Agreement to students from the Program to the extent practicable. Industry Partner will assist the Program's staff in identifying additional organizations in the Arts field to ensure that each student has the opportunity to participate in multiple internships during the course of the program.

6. Industry Partner will work with the Program's staff and the other Parties to this Agreement to assist the Program 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. Industry Partner will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
7. Industry Partner will allow College faculty, Dallas ISD administrators, and Program staff and students appropriate access to Industry Partner facilities to support program activities, including, but not limited to, internships, job shadowing, mentoring, and other "real life" work experiences for students.

B. Dallas College Responsibilities:

1. The College will be committed to the full implementation of the Overall School Model as outlined herein.
2. The College will allow the Program's staff and students access to Mountain View's facilities relevant to the academic success of the students.
3. The College will work with the Program'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. The 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 Program; and
 - c. Work with the Program to determine which courses will be taught by:
 - (1). Dallas College faculty;
 - (2). High school teachers with adjunct status; and
 - (3). A combination of the two.
4. Dallas College faculty will collaborate with the Program's teachers to ensure alignment and appropriate supports between high school and college-level courses. Dallas College faculty will work with Industry Partner to ensure that coursework is aligned to technical skills and competencies consistent with the appropriate internships.

5. Dallas College will be responsible for ensuring college credit-bearing courses meet the rigor and standards of the College. As such, college courses offered to students at the Program will be governed by the following:
 - a. All courses offered for college credit must be regular Dallas College courses, developed and approved by Dallas College faculty, approved through Dallas College governance, and listed in the Dallas 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 Dallas College's academic requirements and are subject to the approval of the relevant Mountain View Campus department chairperson in consultation with the Program's Administrator. In some instances, high school teachers (who are Dallas ISD 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 Agreement. If Dallas ISD employees teach college-level courses as part of their regular teaching load, they are not eligible for additional compensation from any party.
6. Dallas College will work with the Program to collect data on college course-taking and experiences. Mountain View Campus course registration must be entered into all appropriate college systems using appropriate program codes.
7. Dallas College will provide dedicated staff to work on the initiative, including a Mountain View Campus liaison who has the authority to coordinate with the Program.
8. Dallas College will coordinate with the Steering Committee to assure that the relevant degree is funded by Dallas College/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 Program and Dallas College in the following ways:
 - a. Parties will work together to develop a Scope & 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. Justin F. Kimball High School Responsibilities:

1. The Program Partner will be committed to the full implementation of the Overall School Model as outlined within this Agreement.
2. The Program will work with the Program'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. The Program will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
3. The Program will establish a college-like culture for all students at the high school campus, 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. The Program 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 Arts field.
5. Dallas ISD will provide a facility to house the Program at Justin F. Kimball High School, located at 3606 S Westmoreland Rd, Dallas, TX 75211. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
6. The Program will allow the College and Industry Partner faculty and staff appropriate access to the Program to support program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
7. Dallas ISD will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the Program. Dallas ISD 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 Program in the same manner consistent with other Dallas ISD schools. Dallas ISD will identify additional funding streams that may be available to the Program, including but not limited to federal Perkins program funding.

9. Dallas ISD will support the Program's Administrator in identifying qualified staff to teach in the Program.
10. Dallas ISD will provide appropriate and relevant ongoing professional development for the Program's Administrator and staff. Dallas ISD 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 Agreement.

CONFIDENTIALITY OF INFORMATION

A. **STUDENT CONFIDENTIALITY.** The Parties understand, agree, and acknowledge that the Dallas ISD and Dallas College each have 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"). Any student educational records shared must be done in compliance with the requirements and exceptions outlined in FERPA. The Parties acknowledge that each must comply with said law and regulations and safeguard student information. The Parties may not re-disclose the information to a third party except as required by law or without prior written consent from the parent/legal guardian or eligible student. The Parties must destroy any student information received from the other Parties when no longer needed for the purposes listed in this Agreement.

1. Dallas College will be provided information as outlined in the data sharing agreement approved by Dallas ISD and Dallas College on July 11, 2016.
2. When Dallas ISD and/or Dallas College provide each other with such student information, the party disclosing the student information 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. Dallas College and the Dallas ISD hereby agree to designate Industry Partner as a "school official" with "legitimate educational interests" in academic and other data pertaining to Dallas College and Dallas ISD students enrolled in the Program under this Agreement. As a "School official" with "legitimate educational interests," as those terms have been interpreted by the U.S. Department of Education under FERPA, and its implementing regulations, Industry Partner 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. Industry Partner 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 Agreement, required by law, or as otherwise authorized by Dallas College and Dallas ISD, as appropriate, in writing. To facilitate the requirements of the Program, including

student internships, Dallas ISD or School will provide Industry Partner with student names, pathway of study and college credit hours completed. Additional information requested by Industry Partner will require a Data Sharing Agreement or prior written parental consent.

C. Texas Public Information Act (“TPIA”). The Parties understand, agree, acknowledge that the Dallas ISD and Dallas College are subject to the TPIA. As such, upon receipt of a lawful request under the TPIA, the Dallas ISD and Dallas College must comply with the requirements of the TPIA for disclosure. 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 the College; or
2. for Dallas ISD or the College and Dallas ISD or the College:
 - 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 or the College in the officer’s or employee’s official capacity and the information pertains to official business of the Dallas ISD or the College.

The Parties are expected to fully cooperate with the Dallas ISD and/or Dallas College in responding to public information requests. This includes, but is not limited to, providing the Dallas ISD and/or Dallas College with requested documentation. In the event that the request involves documentation that a party has clearly marked as confidential and/or proprietary, Dallas ISD and/or Dallas College will provide the other parties with the required notices under the TPIA. The Parties acknowledge that each is responsible for briefing the Attorney General's Office on why the documents a party has identified as confidential and/or proprietary fall within an exception to public disclosure.

TERM & TERMINATION

A. Term:

This Agreement shall begin when it is fully executed by all Parties and shall continue through June 30, 2023, hereinafter referred to as the “Initial Term”. Thereafter, this Agreement may be renewed for up to two (2) one-year terms, from July 1 – June 30, hereinafter referred to as the “Renewal Term”, 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 Agreement;
2. A Party is not in default of this Agreement; and
3. This Agreement has not been terminated.

B. Termination:

This Agreement 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 Agreement is

terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their internship.

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. In the rare event that any legal action should arise out of or relating to this Agreement 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 Agreement must be in writing, approved and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this Agreement 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 Agreement, Parties to this Agreement 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 Agreement, 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 Agreement 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 Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.
- E. Parties to this Agreement 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.
- F. This Agreement contains the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms of this Agreement shall control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms contained herein.

SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of Dallas Independent School District, Industry Partner and the Dallas College 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. 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.

NOTICE

Notice(s) shall be directed to the appropriate Parties at the following addresses:

Industry Partner

Tony Scallion
CEO
REDHOUSE Virtual Education, Inc.
2675 Kettle Creek Drive
Frisco, TX 75034

If to Dallas ISD

Usamah Muhammad-Rodgers
Deputy Chief of Strategic Initiatives
Dallas ISD
9400 N. Central Expressway, Suite 1100
Dallas, TX 75231

Dallas College

Shawnda N. Floyd
Provost
Dallas College, Mountain View Campus
1601 Botham Jean Blvd.
Dallas, TX 75215

With copy to:

Office of Legal Services
Dallas ISD
9400 N. Central Expressway, Suite 1675
Dallas, TX 75231

With a copy to:

Dallas College Legal Department
Attn: General Counsel
1601 Botham Jean Blvd.
Dallas, TX 75215
Email: rwendland@dcccd.edu

Each 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.

[SIGNATURE PAGE TO FOLLOW]

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

REDHOUSE VIRTUAL EDUCATION

By:  11/15/2021
Tony Scallion, CEO Date

By: _____
REDHOUSE Virtual Education, Attorney Date

DALLAS COLLEGE

By:  11/18/2021
Shawnda N. Floyd, Provost Dallas College Date

DALLAS INDEPENDENT SCHOOL DISTRICT

By:  1/27/22
School Board President Date

ATTEST BY:  1/27/22
Name, Title Date

APPROVED AS TO FORM:

By:  11/18/2021
Name, Legal Counsel Date