

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT BETWEEN

DALLAS COLLEGE
AND
IRVING INDEPENDENT SCHOOL DISTRICT
CONCERNING EMT DUAL CREDIT

This Agreement ("Agreement") is made and entered into by and between the Dallas College ("Dallas College" or "College"), a Texas political subdivision of higher education, and Irving ISD ("IISD" or "ISD"), a Texas political subdivision of secondary education, on behalf of Jack E. Singley Academy ("Singley Academy" or "High School"). The High School and College may hereafter be individually referred to as "Party" and collectively as "Parties." The Parties enter into this Agreement pursuant to the following terms and conditions in order to provide eligible High School students (each a "Student" and collectively the "Students") with the lower division college courses ("Courses" or "Dual Credit Courses") enumerated herein:

1. Attachments to this Agreement: The Agreement contains the following attachments that are incorporated herein by this reference:

- A. Attachment A: Dallas College Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2022-23);
- B. Attachment B: Course List(s); and
- C. Attachment C: Payment of Services

2. Term: Subject to prior termination of this Agreement as provided in Section 8, the initial term of this Agreement shall be in full force and effect for a period of twelve (12) months. This Agreement begins on August 1, 2022 and ends on July 31, 2023 (the "Initial Term"). Upon mutual written agreement and at least 60 days before the end of the Initial Term, the Parties may renew this Agreement for up to three, one-year terms (each a "Renewal Term").

3. Statewide Goals for Dual Credit: Pursuant to Texas House Bill 3650 (86TH Legislative Session, 2019) the College and the ISD set forth the following goals for dual credit to align with statewide goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (hereinafter the "THECB") and the

Texas Education Agency (hereinafter the "TEA").

Goal 1 - Collaborative Outreach Efforts and Benefits

- A. College and High School dual credit and advising staff provide dual credit information sessions at middle schools, high schools, colleges and at community events.
- B. College Outreach Teams are present throughout the metroplex and provide students and families with information about Dallas College and educational opportunities. The College Outreach Teams also help students make connections with college intake staff.
- C. College and High School provide online dual credit information for the public. Information includes dual credit college contact information, dates and deadlines, dual credit state and local requirements, how to enroll in the dual credit program, endorsement connections for guided pathways, and dual credit comments from students and parents.
- D. College Outreach, Marketing Offices, and Dual Credit Departments provide dual credit cost savings information to the public. Information includes the benefit of no tuition cost for dual credit courses to dual credit students attending high schools within Dallas County. And, for dual credit students attending high schools outside of Dallas County, such students will benefit by paying a reduced tuition rate of in-county tuition for their dual credit courses. To receive the no or reduced cost tuition, the dual credit students must be attending a high school in an independent school district that has executed a dual credit agreement with Dallas College.

Goal 2 - Student Transition to and Acceleration Through Postsecondary Education

- A. Students attend college orientation sessions which include information about college degree and certificate options, student support services, and extra-curricular activities.
- B. College tours are provided to students.
- C. College and 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. College provides an online resource tool to help students find a career and related guided pathways. The pathways will help students identify and select approved dual credit courses that are listed within this Agreement, Attachment B.
- E. 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 made available within the college's online catalog.
- F. College shall provide students with information regarding the requirements of filing a degree plan with the college and consulting with an academic advisor.
- G. Students are advised and encouraged to successfully complete dual credit

courses that apply toward their selected pathway, certificate, industry certification, and/or degree plan.

- H. College and 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 Dallas College 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.

Goal 3 - Academic and College Readiness Advising and Support Services

- A. Students are provided academic and college readiness advising with access to student support services
- B. College provides students with career information, degree and certificate options, and academic advising.
- 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.

Goal 4 - Course Quality and Rigor to Ensure Student Success in Subsequent Courses

- A. As required by the THECB, the quality and rigor of Dual Credit courses taught at Dallas College shall be the same at the High School, being sufficient to ensure student success in subsequent courses.
- B. College develops and provides directed pathways. Directed pathways will build upon student learning outcomes required for rigorous subsequent college level courses.
- C. Course/program rigor should be comparable to that of other offerings and clearly at the collegiate level as required by Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- D. Content of courses will be college-level and students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines.

4. Scope of Agreement and Limitations of Authority: The Parties agree to the scope of this Agreement as follows:

- 1. **Purpose:** The purpose of this Agreement is to provide a system under which an eligible high school student enrolls in state approved college course(s) and receives course credit for the course(s) from both the college and high school. Dual Credit enrollment structures 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 and High School will approve Students who are qualified to enroll in course enumerated in this Agreement. Courses enumerated under this Agreement (see Attachment B) will be offered at both the College and the High School. Faculty from the College and the High School will conduct these courses. The College is approved by the THECB and the Texas Department of State Health Service ("TXDSHS") to offer the Emergency Medical Technician ("EMT") Program ("Program"). IISD and Singley Academy desire to provide its secondary students the opportunity to obtain an emergency medical technician certification through the College. All courses included in the emergency medical technician certificate program will be offered at Singley Academy and will be consistent with requirements for Students' certificate completion with the timelines established in this Agreement. The courses in this Program will be offered for dual credit to the Student.

Under this Agreement, qualified Students, as defined under Section 18(B) of this Agreement, are eligible to enroll in classes described in this Section for the College's Emergency Medical Services - Emergency Medical Technician Basic. This Level 1 Certificate combines classroom teaching with supervised clinical and field experience for Students seeking certification as an Emergency Medical Technician - Basic with the TXDSHS. These classes continue for an entire academic year. These courses will allow Students to meet their clinical contact requirements. In the aggregate, these courses are referred to as the Program and include:

- a. Emergency Medical Services Program ("EMSP") 1501, Classroom, Lecture, and Lab. This is the first course in the Program and prepares Students for certification as an EMT. Students must successfully complete this course before progressing on to the next two courses, listed below.
- b. EMSP 1391, LEC/LAB, Special Topics in Emergency medical technology/technician. Topics in this course address recently identified current events, skills, knowledge, and/or attitudes and behaviors pertinent to the technology or occupation and relevant to the professional development of the Student. In particular, this course will cover Expanded Scope of Practice, Hazardous Material ("HazMat") awareness and management, Weapons of Mass Destruction ("WMD") events, the national Incident Command System ("ICS"), and Multi Casualty Incident ("MCI") management. This course may be repeated if topics and learning outcomes vary. Consistent with Program requirements, Students enroll in this EMSP 1391 and EMSP 1164 simultaneously.
- c. EMSP 1164 - Emergency medical technology/technician, EXT-Practicum. This course is the clinical portion of the Program. This is a health-related work-based learning experience that enables the Student to apply specialized occupational theory, skills, and concepts. In this course, Students will complete their clinical/ internships at both of the following. (The College schedules Students for participation in their clinical/internships):

- i. Fire stations where Students participate in ride-a-longs with EMS professionals in mobile units from various municipalities. Students participate alongside EMTs Paramedics and perform the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies.
 - ii. Hospitals. Students in coordination with the EMT High School Coordinator actively participate alongside hospital personnel performing the latest medical practices and procedures and proper application of life support equipment.
 - iii. Students who do not successfully complete EMSP 1501 will be enrolled into EMSP 1305 in lieu of EMSP 1164 and 1391. EMSP 1305 Emergency Care Attendant will be offered to those students who do not qualify to complete the entire EMT basic program of studies. This course does not have a clinical component.
- d. After Students successfully complete these courses:
- i. The College shall verify to IISD that Students have met these requirements; and
 - ii. EMT Students will be eligible to take the National Registry of EMT ("NREMT") exam for the EMT basic level.

5. Governance:

- A. The EMT Basic Certificate Program under this Agreement shall be:
 - 1) Conducted in a manner consistent with SACSCOC, the TXDSHS and Dallas College policies; and
 - 2) Subject to IISD, state, and federal policies and requirements for EMT programs, the High School Principal will work with the College-EMS Program Director and the College-High School Campus Coordinator regarding the instruction, curriculum and philosophy of the Program.
- B. EMT-Basic curriculum and instruction will be provided by the College. The appropriate staff from the Parties to this Agreement, will participate in bimonthly or weekly meetings, as necessary, regarding the Program under this Agreement, clinical issues consistent with TXDSHS, Department of Transportation, SACSCOC and other accrediting bodies.
- C. Student evaluation of instruction for the educational services under this Agreement will be conducted by IISD and results thereof will be shared with the College.
- D. The College-EMS High School Campus Coordinator, in cooperation with

the College-EMS Clinical Coordinator, will establish Student clinical affiliations in the IISD service areas. These agreements will be fully executed before Students participate in clinicals. The Parties to these agreements are Dallas College, on behalf of the College and hospitals and the appropriate contracted City Fire Departments ("City Fire Departments"). Contract originals will be retained by the College with copies in the office of Singley Academy Principal and IISD's Assistant Superintendent.

6. Faculty and Staff:

- A. Under this Agreement, the College may provide its employees to serve in the following capacities. They may be the same person, as the College reasonably determines:
 - 1) College - EMS Full Time and Adjunct Faculty;
 - 2) College - EMS High School Campus Coordinator;
 - 3) College - EMS Program Director.
- B. College shall administer criminal background checks and drug tests on College faculty and staff working directly with Students as required by law. Upon reasonable request, the College shall provide documentation evidencing compliance with this provision to IISD within ten (10) business days.
- C. Faculty for lectures, clinical and skills will be arranged by the College-EMS High School Campus Coordinator.
- D. IISD shall work with the College in securing any substitute instructors, as necessary, to provide educational services under this Agreement. IISD shall be responsible for compensating any substitute instructor that it provides for the educational services under this Agreement.

7. Financial Responsibilities: The College will bill ISD for the educational services that the College provides under this Agreement. Payment from ISD will be due within 30 calendar-days upon receipt of invoice from the College. The amount the College bills ISD will be \$25,000 annually for services rendered.

8. Termination: Either Party may terminate this Agreement upon 60 calendar days written notice to the other Party effective at the end of the then current semester unless the Parties agree otherwise in writing. Termination of this Agreement shall be in compliance with the guidelines of the TXDSHS. This Agreement may also be terminated if a material breach occurs. A material breach of this Agreement includes but is not limited to a violation of the policies and rules of Dallas College, a misrepresentation or false statement in this Agreement by one of the Parties, or non-performance of the Party's

duties under this Agreement. In the event of a material breach, the non-breaching party shall provide the breaching Party with written notice specifying in reasonable detail the nature of such material breach. The Party alleged to be in breach shall have 30 calendar days from the date of receipt of such notice to cure the breach. Failure to cure the breach will result in termination of this Agreement. If this Agreement is terminated during an academic term, Students will be allowed to finish their coursework under this Agreement. In the event this Agreement is terminated while Students are actively participating, Students shall not be penalized, and shall be allowed to complete the required TXDSHS mandated portions of the Program (EMSP 1501 and EMSP 1164) regardless of the reason for termination of this Agreement.

9. Program Management:

- A.** The Program under this Agreement will be limited to no fewer than 8 and no more than 24 Students. If fewer than 8 Students participate in this Program, the Parties shall mutually determine whether to cancel or proceed with this Program. Such determination shall not be unreasonably delayed by either Party.
- B.** Lab/skill classes (load) will be split into several sections of no more than 8 Students each to maintain a 1:8 faculty to student ratio at High School on scheduled lab/skill dates.
- C.** The Program will be managed by the College. All paperwork required for TXDSHS and NREMT will be filed by the College. This will include student information relating to Students who will be sitting for the NREMT examination.
- D.** The College-EMS High School Campus Coordinator's responsibilities include all of the following:
 - 1) Preparing class schedule for each course: EMSP 1501, EMSP 1391 and EMSP 1164, as well as EMSP 1305 when needed;
 - 2) Prepare lesson plans for courses under this Agreement and provide it to High School;
 - 3) Responsible for creating, distributing and executing all quizzes and tests;
 - 4) Grading and recording weekly grades in compliance with the College and IISD policies for the following:
 - a. Quizzes and exams;
 - b. Current event papers;
 - c. Research papers, clinical case studies, ambulance case studies; and
 - d. Preparation and reporting of grades for the following increments: three-week, nine-week and semester grading periods.
 - 5) Ensure, as reasonably practicable, that all facilities and equipment used under this Agreement are consistent with standards established by the College EMSP Department. The College-EMS High School Campus

Coordinator shall maintain all equipment and order all supplies needed for courses. IISD shall pay for all required equipment and supplies;

- 6) In cooperation with the EMS Program Clinical Coordinator, schedule Students at each of the hospitals, clinical sites and City Fire Departments;
- 7) Take class attendance and verify attendance with IISD;
- 8) In cooperation with the EMS Program Director, complete and submit all paperwork needed for TXDSHS and NREMT;
- 9) Schedule guest speakers and other EMS related activities.
- 10) Coordinating the instruction for the delivery of the EMT Basic Program including:
 - a. Daily classes;
 - b. Skills classes;
 - c. Clinical sites during school hours;
 - d. Clinical sites for evenings and weekends; and
 - e. Ambulance internships for fall and spring.
- 11) Maintaining files on Students to include forms, waivers, immunizations, etc.
- 12) Communicate with IISD any Student issues; and
- 13) Other duties as reasonably assigned.

- E.** Curriculum/Syllabi: The course syllabi will be provided by the College to High School for review approximately one month prior to the first day of class. Any changes to the syllabi, classes, clinical rotations will be negotiated between IISD and College-EMS High School Campus Coordinator in cooperation with the EMS Program Director.
- F.** Grades: College-EMS High School Campus Coordinator will submit Student grades to IISD consistent with IISD's grading periods. The College-EMS High School Campus Coordinator will also submit College grades to college registrar.
- G.** Prior to clinical rotation, High School will be responsible for ensuring that each Student has completed or obtained the following:

- 1) Insurance: IISD shall:
 - a. At its own expense, obtain and maintain Professional Liability and General Liability coverage for IISD and its Students with an insurance carrier authorized to do business in the State of Texas in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The College shall be named as an additional insured on a primary insurance basis under insurance coverage for any claims made against the College relating to or arising out of services rendered by IISD or its Students under this Agreement;

- b. Furnish the College with certificates of such insurance prior to the first day of enrollment and prior to the commencement of each term of this Agreement. Upon request of the College, IISD shall furnish proof of insurance or a certificate of insurance. IISD shall immediately notify the College of any change in coverage or cancellation of insurance.
- 2) Student social security numbers;
- 3) Enroll each student in the SurScan system for document storage, tracking, follow up, and execution of criminal background, and drug testing; and
- 4) Immunizations. These immunizations include:
 - a. Measles, mumps and rubella;
 - b. Hepatitis B Series;
 - c. Tetanus/Diphtheria;
 - d. Varicella;
 - e. Tuberculosis and/or a Chest x-ray;
 - f. Meningitis;
 - g. Seasonal flu; and
 - h. Compliance with COVID vaccination as required by the clinical facilities.

10. Facilities: Except for the clinicals, IISD will provide all facilities relating to the educational services under this Agreement. The College has entered into clinical affiliation agreements with hospitals, other medical facilities and City Fire Departments for Students to participate in their clinicals.

11. Books and Supplemental Materials: Selection and adoption of the Program textbooks, syllabi, uniforms, and course outlines, applicable to the courses when taught at Jack E. Singley Academy will be determined the College. IISD shall have the following responsibilities with respect to books and supplemental materials.

- A. IISD will order and furnish all textbooks and supplemental materials required for classes under this Agreement. As reasonably practicable, IISD shall ensure that Students will be furnished with all textbooks required for the educational services under this Agreement by the 1st class date.
- B. IISD will provide a venue for Students to purchase uniforms, supplies and supplemental materials.
- C. IISD will provide funds to cover all examination fees, related to the educational courses under this Agreement. This includes the NREMT exam and DSHS certification fees.

12. Registration and Enrollment Management: Jack E. Singley Academy will be responsible for student recruitment and advertising. Both the High School and the College will participate in student admissions and enrollment for all students who are qualified, as specified in Section 18(8)(1)(2) of this Agreement and are enrolled in the College's "EMSP". The High School will provide the College with a roster of students and the College will determine which students are qualified and then enroll them into the Program under this Agreement. Parties to this Agreement shall work collaboratively in good faith to agree upon the dates that attach to the academic calendar for courses within this Program.

- A.** The following minimum criteria are required for the student to enroll:
- 1) Must have completed the College admission application, dual credit verification forms and must meet all Texas Success Initiatives ("TSI") and EMS Program requirements.
 - 2) An IISD student must be qualified as defined in Section 18 (8)(1)(2) to enroll in the College dual credit program and enroll in EMSP 1501. All EMSP Classes have a 70% grade average requirement for continued participation as well as a 70% grade requirement as the final grade of each course. Students must achieve the minimum grades required in EMSP 1501 to advance to EMSP 1164 and EMSP 1391. Students not meeting this benchmark will be registered for EMSP 1305 as the alternative pathway (EMR). Students must achieve a minimum of 70% final grade in each of the EMSP courses to receive a certificate of completion for eligibility to sit for the NREMT basic examination.
- B.** Class Schedules: Students will attend classes at High School consistent with the then current IISD academic calendar. During EMSP 1164 the Students will attend orientation and clinical at area local hospitals and City Fire Departments. All transportation to and from hospitals, clinical sites, is the sole responsibility of the Student.
- C.** Registration: The Parties shall register Students according to the following procedures:
- 1) College applications will be received, processed and retained by the College. Applications for admissions and dual credit enrollment forms need to be submitted in cooperation with the College-EMT Coordinator prior to the first day of class.
 - 2) Enrollment summaries will be sent to both institutions.
 - 3) Decisions about whether to carry or cancel a class will be made by the College upon consultation with High School. Communication regarding when to cancel course(s) will be handled by the College-EMS High School Campus Coordinator and the High School Director assigned to the EMS Program, in consultation with the College-EMS Program Director. The

College will be responsible for entering class cancellation per the College cancellation policy.

- 4) Course section numbers will need to have the College designed numbers, i.e., course number and identification, as required by, and in consultation with Dallas College Curriculum Management Office. Student drops will be processed in a manner consistent with IISD and the College drop policy, as applicable. A Student may be dropped for academic or behavior issues at the discretion of the College. The College also has the discretion to drop a Student from clinical based upon program requirements.
- 5) The following will be retained by the College and subject to transmittal for audit purpose:
 - a. Student applications;
 - b. Student drops;
 - c. Instructor drops; and
 - d. Grade changes.

13. Confidentiality: Any educational records ("Records") shared by the Parties relating to services under this Agreement may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §12329, ("FERPA"). If Records are subject to FERPA:

- A. IISD designates the College as a IISD official with a legitimate educational interest in the Records; and
- B. The College designates IISD as a Dallas College official with a legitimate educational interest in the Records.

The Parties represent, warrant, and agree that they will hold Records in strict confidence and will not use or disclose Records except as:

- A. Permitted or required by this Agreement;
- B. Required by law, including without limitations, FERPA; or
- C. Otherwise authorized by the originating Party in writing.

14. Certificate Awarded: Students will be awarded a Dallas College EMT Basic Certificate upon successful completion of all courses and successfully completing all required exams that attach to courses. This **does not** refer the TXDSHS certification to practice EMS. Courses under this Agreement serve to prepare a Student to sit for the NREMT. Successful completion of EMSP 1501 and EMSP 1164, at a minimum, is required for students to receive the TXDSHS/NREMT mandated course completion certificate.

15. Conduct:

- A. Students shall adhere to the following:

- 1) Dallas College Student Code of Conduct;
- 2) IISD Student Code of Conduct;
- 3) EMT policies and procedures at the municipality where ride-along are conducted; and
- 4) Policy and procedures of any hospitals where Students perform clinicals.

B. The College may refuse to admit Students with disciplinary problems.

16. Safety and Security: If any Student, faculty, or staff, including the College faculty or staff, should experience an accident or sudden illness while on the premises of IISD, the response to such incidents will be based upon IISD's regulations, guidelines, and procedures, IISD is solely responsible for the safety and security of its Students while on IISD premises.

17. Media and Public Relations: Media and public relations regarding the Program will be managed mutually between the College and IISD. The ultimate decision in matters involving media and public relations regarding the EMS Program rests with the College.

18. Conditions of Service:

A. The Dallas College Dual Credit program falls under the Texas Higher Education Coordinating 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 a tuition scholarship for approved dual Credit courses. 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 students is allowed. Scholarship is not provided for high school students enrolled in college courses where only college credit is awarded. Scholarship is not provided for repeated courses; student or high school is responsible for payment of repeated college course(s).

B. Under this Agreement, qualified students are defined as:

- 1) All students wishing to participate in the Dual Credit program for the courses in this Agreement must fill out applications for admission to the College, clearly establish their residency classification, complete the high school student Enrollment Form, provide a current high school transcript of school subjects completed, provide required documentation for all vaccinations which are required prior to participating in clinicals, complete all other documentation required by the College, and satisfy Texas

Success Initiative ("TSI") requirements, including the college pre-assessment activity ("PAA").

- 2) Students must demonstrate college level readiness by achieving the minimum passing standards for Texas Success Initiative on relevant sections of the Texas Success Initiative Assessment (TSIA) or be TSI exempt or waived to enroll in a college level course. Students may take the College TSI Assessment test at the College's Testing Center. A high school student will not be allowed to take a college level course directly related to a failed section of the test, unless TSI exempt or waived.
- C. Each course under this Agreement must be taught using a Dallas College Common Learning syllabus as an outline. Course Objectives, Competencies, and 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 grade. Copies of all major examinations will be submitted for review by the Program and Medical Directors as expressed in TXDSHS Regulations.
 - D. The College will review the major examinations in each course in order to document the requirement that skills and concepts contained in the course syllabi are being taught and tested. If a Student is enrolled simultaneously in college and high school pursuant to this Agreement, Parties to this Agreement may share information regarding the Student in compliance with 34 CPF § 99.34(b).
 - E. A Student shall be required to comply with all requirements prescribed by applicable law or the College policies for continued enrollment in dual credit courses in a following semester.

19. Responsibilities of IISD: IISD shall:

- A. Provide the College with all student admission documentation;
- B. Provide the College with a contact person who will fulfill the duties of a Dual Credit Coordinator including:
 - 1) Assist Students in completing all required admissions documents;
 - 2) Assist with Student orientation;
 - 3) Deliver to the College in a timely manner all required paperwork including Student transcripts, requests for exceptions, test scores and enrollment documents;
 - 4) Serve as liaison with Students, parents, High School personnel and the College personnel, and
 - 5) Facilitate the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
- C. Provide the:

- 1) Classroom facilities appropriate for delivery of the educational services under this Agreement; and
 - 2) The materials and supplies necessary for the courses under this Agreement.
- D.** Provide the an EMS High School Campus Coordinator;
- E.** Provide the Lead/Primary EMS faculty who shall be credentialed at the College to teach EMSP courses.

20. Responsibilities of the College: The College shall:

- A.** Provide faculty, when needed, in addition to the CISD EMS faculty, and monitor the instruction of all courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Texas, the SACSCOC, and Dallas College. The College will designate staff personnel to monitor and assure adherence to these standards;
- B.** Provide mandatory orientations and staff development regarding hig1h school policies involved with this dual credit partnership; and
- C.** Conduct an annual faculty evaluation in a manner consistent with the College faculty- evaluation - process.

21. Instructional Quality: IISD will provide or engage qualified personnel to instructional services and coordination activities contemplated by this Agreement. IISD will ensure that all instructors that they provide meet or exceed SACSCOC standards and requirements for delivery of the services provided, state requirements, and policies of Dallas College and shall undertake to ensure that IISD and any person acting by or on behalf of IISD in connection with the delivery of the instructional services know, understands and adheres to all such applicable policies, requirements and standards

22. Compliance: Each Party represents and warrants to the other that it will comply with all applicable state and federal laws, rules or regulations ("Applicable Laws") that relate to their respective obligations under the Agreement. Applicable laws include, but are not limited to:

- A. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.** College and High School acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. Neither College nor High School **may disclose** information contained in Student records received from the other Party to a third Party without prior written consent from the Student or the Student's parent/legal guardian. College and High school must destroy any Student information received from the other Party under this Agreement when such Student information and records are no longer needed for the purposes

contemplated under this Agreement. Should the Parties enter into any type of Data Sharing Agreement for purposes of facilitating the Dual Credit program, then any return or destruction of Student records shall be done in accordance with such Data Sharing Agreement.

- B. Title IX of the Education Amendments of 1972 20 U.S.C. §§1681-1688 ("Title IX").** The College and High School agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation on the basis of any protected category involving High School Student and High School employees. A Party shall promptly notify the other upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement. The College Title IX Coordinator shall address any complaint of unlawful discrimination or retaliation on the basis of any protected category and/or any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a Dallas College sponsored program or event, including the Dual Credit program. All faculty teaching Dual Credit courses must participate in Title IX Compliance training, available through the College eConnect menu for employees. Nothing herein shall limit or interfere with IISD's own investigation of complaints related to its employees and students.
- C. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq/ ("ADA") and Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. § 701 et seq. ("Section 504"):** College and High School shall collaborate to provide disability services to students with disabilities in accordance with ADA and Section 504 requirements. A Party shall promptly notify the other upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement. Due to the physical requirements of the occupation, EMS Program accommodations are limited.

23. Limitations of Authority:

- A.** Neither Party has authority to act for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied. No joint enterprise liability is intended to be created by this Agreement. The Parties enter into this Agreement as independent contractors and neither Party's agents, employees, and representatives shall be considered employees, agents, or representatives of the other Party.
- B.** 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 each Party's respective legal counsel.

- C. Neither Party may incur any debt, obligation expense, or liability of any kind against the other without the other's **express** written approval.
- D. Neither Party to this Agreement shall be deemed to have waived its Sovereign or Governmental Immunities by the approval and execution of this Agreement, nor by the performance of any obligations created by this Agreement.

24. Miscellaneous Provisions:

- A. IISD shall adhere to:
 - 1) Policies in the Dallas College Board of Trustees ("College Board") Policies and Administrative Procedures Manual, as applicable;
 - 2) Dallas College Guidelines for Dual Credit Courses which are incorporated into this Agreement by reference as Attachment A. If the Texas Higher Education Coordinating Board adopts new guidelines during the term of this Agreement, those new guidelines shall prevail. The College will promptly provide IISD with a copy of any new or revised Guidelines.
- B. Any Dallas College or College-EMS employees and/or agents on any IISD campus or facility shall strictly comply with the policies and procedures adopted by the IISD Board of Trustees ("IISD Board").
- C. Parties to this Agreement shall adhere to the following sections of the Texas Administrative Code regarding Emergency Medical Services. If the Texas Legislature adopts new guidelines during the term of this Agreement, those new guidelines shall prevail. The relevant of the Texas Administrative Code are:
 - 1) Title 25, part 1, Chapter 157, subchapter A, rule § 157.2;
 - 2) Title 25, part 1, Chapter 157, subchapter C, rule § 157.32; and
 - 3) Title 25, part 1, Chapter 157, subchapter D, rule § 157.43
- D. 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.

25. Assignment: Neither Party may assign their interest in this Agreement without the written permission of other Party.

26. 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. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts of Dallas County, Texas in any action arising out of or relating to this Agreement. The Parties waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient and agree not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

27. Waiver: The failure of any Party 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.

28. Annual Review of this Agreement: The College Executive Dean of Health and Human Services, the EMS Program Director, and the High School Principal, Director, or designee, assigned to the EMT Basic Program will meet to re-evaluate this Agreement on an annual basis.

29. Fiscal Funding Clause: Notwithstanding any provision contained herein to the contrary, the obligations of the Parties under this Agreement is expressly contingent upon the appropriation and allotment of adequate funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Dallas College Board and the IISD Board. The Parties shall make any payment required under this Agreement only from current revenue available to them.

30. Notices: All notices and communications under this Agreement shall be mailed or delivered to the respective Parties by depositing same in the United States mail at the address shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses:

Dallas College

Dr. Tiffany Kirksey
Vice Provost for Educational
Partnerships
1601 Botham Jean Blvd
Dallas, Texas 75215-1816

IISD

Julie Soberanis
Director of Guidance, Counseling,
and College Readiness
2621 W. Airport Freeway
Irving, Texas 75062

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.

31. Force Maieure: Neither Party shall be deemed in violation of this Agreement if either prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, flood, storm, invasion, insurrection, accident, order of court, judge or civil authority, government regulations, an act of God, or any

cause reasonably beyond the Party's control and not attributable to its neglect. Each Party shall make all reasonable efforts to mitigate the effects of any such event, and nothing herein shall relieve either Party from payment obligations for good or services already provided.

32. 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.

33. Severability: In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable then the remaining items, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

34. Felony Convictions: Dallas College represents and warrants that Dallas College's agents or employees assigned to perform this Agreement have not and will not have been convicted of a felony offense, or that, if such a conviction has occurred or does occur, Dallas College will fully advise IISD as to the facts and circumstances surrounding the conviction.

35. Parol Evidence and Status of Agreement: This Agreement contains the entire Agreement between Dallas College and IISD and supersedes any prior understandings or oral or written Agreements between Dallas College and IISD on the matters contained herein. No modifications, alterations or waivers of any term, covenant, or condition of this Agreement or any attachments shall be valid unless in writing and executed by Dallas College and IISD.

36. Signatory Clause: The individuals executing this Agreement on behalf of the Dallas College and IISD 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 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 2 of this Agreement.

DALLAS COLLEGE


Shawnda Floyd (Aug 10, 2022 11:11 CDT)

Dr. Shawnda Floyd, Ed.D, JD
Provost
Dallas College

Aug 10, 2022

Date

IRVING INDEPENDENT SCHOOL DISTRICT


Magda Hernandez (Aug 10, 2022 10:43 CDT)

Magda Hernandez
Superintendent
Irving ISD

Aug 10, 2022

Date

Payment of Services:

1. For courses taught at a High School facility utilizing High School teachers who are qualified by the Dallas College using Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standards to teach college level courses, Dallas College shall pay as follows:
 - a. **A minimum class size of 15 students per section is required for Irving ISD to receive payment from the College. Compensation will be paid at \$1,000 per course. There is no pro-rating for classes with less than 15 students and no payment to the Irving ISD will be made for classes with less than 15 students. A typical credit course can vary from 1 to 5 credit hours depending upon the course requirements.**
 - b. Actual attendance is based on the census date for state reporting, which is the College's 12th class day for the full 16-week fall semester, full 16-week spring semester, and the full 10-week summer session. For an 8-week session, the census date and certification of attendance is based on the 6th class day for fall and spring sessions. For the 5-week summer session I and 5-week summer session II, the census date and certification of attendance is based on the 4th class day.
 - c. College will pay Irving ISD at the end of the semester(s) or academic year. The total compensation that College pays Irving ISD under this Agreement with College shall not exceed \$25,000 for the Initial Term. Provided, further, that the total compensation paid by the college under the Initial Term and any Renewal Terms, if any, in the aggregate, shall not exceed the sum of \$100,000.
2. College's performance of its duties under this Agreement is specifically contingent upon receipt of adequate funding from the State of Texas and its funding sources.