

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT BETWEEN
DALLAS COLLEGE
AND
MESQUITE INDEPENDENT SCHOOL DISTRICT
RELATING TO
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL

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

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

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

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

WHEREAS, the P-TECH will be located at 4201Faithon P. Lucas Sr. Blvd., Mesquite, Texas 75181, with no more than 500 students; and

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

PURPOSE

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

1. **Term.** This Agreement shall be in effect for a period of three (3) years beginning as of August 1, 2022 and ending on July 31, 2023 (the "Term"). At any point prior to the expiration of the Term, the Parties may renew this Agreement for one subsequent two-year term by written agreement ("Renewal Term").
2. **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 8: Course List(s);
 - C. Attachment C: Payment of Services; and
 - D. Attachment D: Technology Support Addendum and Facilities Cost
3. **Guiding Principles:** The relationship between the College and Mesquite ISD will function with the following principles:
 - A. Establishment of a mutually beneficial partnership between College and Mesquite ISD that allows a flexible and creative response to the mission, as well as the organizational, and fiscal needs of both institutions.
 - B. Collaboration in planning, implementation, and continuous improvement of Pathways in Technology Early College High School programs including the provision for faculty, staff, and administration, as well as curriculum development; training and student services.
 - C. Provision of rigorous college readiness; compliance with Texas Higher Education Coordinating Board ("THECB") rules relating to list of aligned high school and college courses, dual credit and/or technical credit courses.
 - D. Financial collaboration that addresses costs of both Parties and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the P-TECH Program successfully.
 - E. Location of the Pathways in Technology Early College High School for grades 9-11 on the Vanguard Pathways in Technology Early College High School campus and as feasible on the Dallas College Eastfield campus for grade 12.

- F. Shared use of College and Mesquite ISD facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, and/or staff in program success.
 - G. Selection of students for participation in the P-TECH program who reflect the diversity of the region served by the P-TECH (each a "P-TECH Student").
 - H. Compliance with THECB rules relating to Dual Credit which are incorporated into this Agreement by reference as Attachment A, in accordance with TEC section 29.908.
 - I. Collaborate to ensure that the rigor, academic requirements, and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.
 - J. Collaborate to ensure compliance with all state and federal laws and regulations, and any state education regulatory agency requirements, applicable to performance under this agreement, including without limitation, TEA Program Requirements.
4. Statewide Goals for Dual Credit: Pursuant to Texas House Bill 3650 (86th Legislature, 2019) and HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), the THECB and the TEA will collaboratively develop statewide goals for dual credit programs in Texas.

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

Goal 1- Outreach Efforts:

- A. College and ISD shall provide online dual credit information to the public.
- B. College and ISD dual credit and advising staff shall provide dual credit information sessions at Mesquite ISD's high schools, colleges and at community events.
- C. College Dual Credit Office will collaborate with the P-TECH or both the P-TECH and Mesquite ISD to assist with recruitment of students and to provide students and families with information about the College and educational opportunities.
- D. The P-TECH recruitment and enrollment processes shall identify, recruit, and enroll the subpopulations of at-risk students (as defined by Public Education Information Management System (PEIMS)), including, but not limited to, students who are of limited English proficiency, students with disabilities, or students who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, parent or student essays, minimum grade point average (GPA), or other criteria that create barriers for student enrollment.
- E. The P-TECH shall identify, recruit, and enroll subpopulations (in addition to those who are at risk as defined by PEIMS) that are historically underrepresented in college courses (e.g., first generation college goers, students of low socioeconomic status, African American, Hispanic, Native American.)
- F. The P-TECH shall clearly document recruitment and enrollment policies and practices; refining and improving them annually based on data reviews.
- G. Recruitment and enrollment processes (including marketing and recruitment plans, materials, and timelines) shall include input from key stakeholders (e.g., parents and community members; postsecondary partners); target student populations as described in E and F above;

and include regular activities to educate students, counselors, principals, parents, and school board and community members.

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

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

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

- A. College and P-TECH shall provide students with career information, degree and certificate options, and academic advising.

- B.** College and P-TECH shall provide students with support services to include college success workshops, learning support and tutoring centers, academic advising, and career workshops.
- C.** College provides students with support services to include college success workshops, time management, learning and support centers, tutoring centers, libraries, academic advising, and career workshops. Other college support services include the college Health Center and Disability Services Center. Students are encouraged to utilize support services that are available at the College and high school.
- D.** Designate a P-TECH liaison to monitor and advise students on the transferability of all college credit offered and earned.
- E.** The P-TECH shall support students in their course of study.

(1). The P-TECH shall provide academic support to the students by personalizing the learning environment in the following ways:

- (a). Developing individualized student plans for ongoing academic support,
- (b). Providing tutoring and/or Saturday school for identified students in need of academic supports,
- (c). Providing advisory and/or college readiness and support time built into the program of study for all students, and
- (d). Establishing a mentorship program available to all students.

(2). The P-TECH shall provide social and emotional support to the students as needed, including:

- (a). connections to social services
- (b). parent outreach and involvement opportunities

Goal 4- Course Quality and Rigor:

- A.** As required by the THECB, the quality and rigor of Dual Credit Courses taught at Dallas College shall be the same at the High School, being sufficient to ensure student success in subsequent courses.
- B.** College develops and provides directed pathways. Directed pathways will build upon student learning outcomes required for rigorous subsequent college level courses.
- C.** Content of course will be college-level and P-TECH Students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Early College High School Guidelines.
- D.** P-TECH dual credit courses must demonstrate the same quality and rigor as College courses.
- E.** The College shall ensure that a P-TECH dual credit course and the college course offered on the College campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.
- F.** P-TECH students must maintain satisfactory academic performance in the P-TECH program; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each semester of enrollment in the P-TECH.
- G.** Academic policies applicable to courses taught at the College shall also apply to P-TECH dual credit courses.

H. The P-TECH shall provide a course of study that enables participating students the opportunity to complete high school graduation requirements and earn an associate degree or at least 60 semester credit hours toward a baccalaureate degree. A four-year crosswalk must be in place detailing how students will progress toward this goal including alignment of high school and college level courses. This crosswalk must provide pathways to a certification, an associate degree, or a baccalaureate degree and must follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual (ACGM) and/or the Workforce Education Course Manual (WECM). The College may implement multiple dual enrollment delivery models:

- (1). College courses taught on the College campus by College faculty
- (2). College courses taught on the high school campus by College faculty
- (3). College courses taught on the high school campus by qualified high school faculty
- (4). College courses taught virtually, via distance/online/blended learning

S. Scope of the Agreement: The purpose and scope of the Agreement are as follows:

A. **Governance:** The College Dual Credit program, including the P-TECH Program, shall be governed by state and federal laws and regulations, as well as Mesquite ISD policies (hereinafter "Mesquite ISD Policies") and College rules, regulations, policies, and procedures, Including, without limitation, policies set forth in the College Board of Trustees Policies and Administrative Procedures Manual, and all other applicable rules, regulations, and operational memorandum of the College (collectively the "College Policies"). In the event of a conflict between the Mesquite ISD Policies and College Policies, College Policies shall control:

- (1). The P-TECH Principal shall:
 - (a). Have the reasonable authority to implement the following, consistent with the rules and guidelines established by TEA, Mesquite ISD, and College:
 - i. Staffing;
 - ii. Budget;
 - iii. Student assessment, curriculum and scheduling.
 - iv. Professional development;
 - v. Access to school and student data for P-TECH Students with permission of the College; and
 - vi. Parent and community involvement consistent with the mission and needs of the school.
 - (b). Report to Mesquite ISD's Superintendent or his/her designee through the established Mesquite ISD governance structure; and will collaborate with the Dallas College Vice Provost of Educational Partnerships or designee on matters related to the P-TECH.

- (c). Serve as the primary contact and spokesperson for the Pathways in Technology Early College High School with the community and College partners.
 - (d). Serve as the manager of any grant awarded by the TEA in support of the P-TECH program.
- (2). The P-TECH Advisory Committee:
- (a). Will serve as an advisory committee to the P-TECH Principal and the College President or Designee in developing a coherent program across institutions.
 - (b). Shall include, but *is* not limited to, representatives of Mesquite ISD, which are Vanguard Pathways in Technology Early College High School Committee Site-Based Decision-Making Committee ("SBDM"), College, and representatives from industry and the community. The specific membership of the P-TECH Advisory Committee will be determined by the Superintendent of Mesquite ISD, the President of College, the Principal of Vanguard P-TECH, and they shall meet regularly as reasonably agreed upon by the advisory committee.

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

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

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

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

- E. **Description of Services:** The College shall provide instruction for the courses listed on Attachment B exclusively for qualified P-TECH students. Legislation (SB 1091) states dual credit courses must apply to the core curriculum, career and technical education courses toward a Dallas College career and technology Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a Dallas College Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.
- (1). The Dallas College Dual Credit program falls under THECB Rule 19 TAC §§ 4.81-4.85, "Dual Credit Partnerships Between Secondary Schools and Texas Public Institutions of Higher Education." Services under this Agreement are limited exclusively to Dual Credit for the College in-county discounted tuition rate of \$79 per credit hour for eligible dual credit courses including online dual credit courses.
 - (2). Content of courses will be college-level and students will demonstrate eligibility to enroll in Dual Credit Courses as outlined within Attachment A, Dual Credit Guidelines.
 - (3). All students wishing to participate in the P-TECH Program by taking a course(s) described in Attachment B must:
 - (a). Complete College application for admission to the College.
 - (b). Clearly establish their residency classification.
 - (c). Complete the High School Enrollment Form and the electronic dual credit packet.
 - (d). Provide a current high school transcript of school subjects completed.
 - (e). Provide required documentation for meningitis vaccination if attending classes on the College campus.
 - (f). Complete all other documentation required by the College.
 - (g). Satisfy Texas Success Initiative (hereinafter the "TSI") requirements, including the College pre-assessment activity ("PAA").
 - (h). Demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines; and
 - (i). Verify to the College a degree plan has been filed with the College and the courses being taken are consistent with the degree plan.
 - (4). To enroll in a P-TECH Dual Credit course offered under this Agreement, Students must satisfy Texas Success Initiative requirements, or qualify for a TSI exemption, exception, or waiver to enroll in a college level course. Students may take the College TSI Assessment test at the College's Testing Center.
 - (5). Each P-TECH Dual Credit course offered under this Agreement must be taught using a College Common Learning syllabus as an outline. Course Objectives/Competencies/Learning Outcomes listed in the Common Learning Syllabus must be included in the syllabus and the syllabus must be distributed to

the students. In addition, the syllabus must specify evaluation methods the instructor will use to assign college grades. Copies of all major examinations will be submitted at the end of the semester to the appropriate Schools of dean at the College.

- (6). Approved P-TECH dual credit courses may be within Educational Pathways, Blocks of Credit, Certificates and/or Degree Plans. Required course prerequisites, shall be completed before registering for a specific course. These sequences of courses consist of introductory courses that students must have successfully completed to take certain college courses. Dual credit courses provide students college level instruction along with college level expectations within the classroom.
- (7). College and/or High School may utilize free and/or low-cost open education resources (OER) in Dual Credit Courses in accordance with HB 3650.
- (8). Student is informed and advised to file a degree plan with the College not later than the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester hours of course credit for dual credit courses; or if the student begins the student's first semester or term at the College with 15 or more semester credit hours of course credit for dual credit courses. The courses for which the student is registering shall be consistent with the student's degree plan. The student may not obtain an official transcript from the College until the student has filed a degree plan with the College.
- (9). In accordance with THECB regulations, P-TECH dual credit classes may be comprised of P-TECH Dual Credit students only or of P-TECH Dual Credit students and college credit students. Combined classes, which would also include high school credit-only students, may be allowed only under one of the following conditions:
 - (a). If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the High School is otherwise unable to offer such a course.
 - (b). If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
 - (c). If the Dual Credit course is a career and technical /college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- {10}. The College, Mesquite ISD and P-TECH shall collaborate to ensure the rigor, academic requirements, and standards applicable to the P-TECH Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those P-TECH Dual Credit Courses taught by employees of Mesquite ISD, it shall be the obligation of

Mesquite ISD to ensure that such Dual Credit Courses meet the quality, rigor, uniformity, implementation, sequencing, and pacing of Instruction required by the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC"), and the College. In the event College shall determine that a Dual Credit Course(s) taught by the ISD employee(s) falls in any respect to meet any required standard, College will provide the ISD with notice of such failure and Mesquite ISD shall promptly undertake to remedy such deficiency. In the event Mesquite ISD shall fail to undertake to promptly remedy such deficiency, College may take all appropriate actions up to and including termination of this Agreement.

- (11). A College supervisor will review the major examinations in each P-TECH Dual Credit course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (12). If the class is taught by a Dallas College Instructor, then the class must adhere to the agreed upon capacity maximums and minimums set forth by the Vice Provost and the Centralized Academic Scheduling team regardless of location of the class. Should the class be taught by the high school credentialed instructor, then the Dallas College Vice Provost or designee will discuss appropriate enrollment parameters for the class with the ISD and the Parties will agree upon same in writing.
- (13). P-TECH shall adhere to the College Guidelines for Dual Credit Courses and Remedial Courses that are incorporated into this Agreement set forth on Attachment A. If the THECB and the College adopt new Guidelines during the term of this Agreement, these new Guidelines shall take precedence over the previous College Guidelines. The College will promptly provide Mesquite ISD with a copy of any new or revised Guidelines.
- (14). Enrollment of a Mesquite ISD student in an online P-TECH Dual Credit course provided under this Agreement will be reviewed on a case-by-case basis with the parent/guardian and student. The review will explain the requirements and expectations of online P-TECH Dual Credit courses. The ultimate enrollment decision rests with the College after consultation with the appropriate school counselor.
- (15). Students may take approved P-TECH Dual Credit courses. P-TECH Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such P-TECH Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved P-TECH Dual Credit courses will be made available at the College and/or High School. College may also offer P-TECH Dual Credit courses at the College during the evening, weekend, and summer to P-TECH Students. The Mesquite ISD may accept P-TECH Dual Credit courses for dual credit upon student presenting official

College transcript to the student's high school. Courses not listed in Attachment B do not qualify for dual credit and will be considered as concurrent enrollment. Students who have acquired TEA course graduation requirements are not eligible for dual credit.

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

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

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

times be in areas of college property where the concealed carry of handguns is permissible. The Parties agree to work collaboratively with the College to provide information to Students, as well as their parents or legal guardians, of the fact that such Students, while upon the property of the College may be in areas in which the concealed carry of handguns by license holders is permissible and the realities associated therewith.

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

- (1). Apply to the TEA for the establishment and continual approval, as necessary, for a P-TECH; and
- (2). Involve College Faculty who teach dual credit (excluding End-of-Course (EOC) tested courses) courses in design and implementation of dual credit courses to assure that course goals enable students to master the State of Texas Assessments of Academic Readiness (STAAR);
- (3). Provide and pay the salary of appropriately credentialed Mesquite ISD instructors to teach P-TECH dual credit courses; and
- (4). When necessary, provide transportation for students to and from the College campus; and
- (5). Provide breakfast and lunch to students who participate in the P-TECH Program under this Agreement for the term of this Agreement.
- (6). Ensuring the P-TECH complies with the following:
 - (a). Provide the College with:
 - i. All student admission documentation, including an annual updated High School transcript, and official faculty transcripts and dual credit faculty submission of grades.
 - ii. Provide a contact person who will fulfill the duties of a P-TECH Dual Credit Coordinator including:
 1. Assisting students in completing all required admissions documents; and
 2. Assisting with student orientation; and
 3. Assisting students with obtaining TSI exemption records.
 - iii. Delivering to the College in a timely manner all required paperwork including faculty transcripts, requests for exceptions, test scores and enrollment documents that complies with the Educational Partnership deadlines for summer, fall, and spring located online and

shared with partners;

- iv. Serving as liaison with students, parents, high school personnel and College personnel, and
- v. Facilitating the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
- vi. Adhere to
 - 1. Policies of Mesquite ISD and High School; and
 - 2. College Policies as defined in Section SA

G. Responsibilities of College:

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

- (7). Designate personnel to monitor the quality of instruction to assure compliance with the Dual Credit Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and Mesquite ISD
- (8). Pay salaries of college instructors who teach college courses at the high school; Provide an area, per Mesquite ISD, state and federal requirements, where students may eat Mesquite ISD provided breakfast and lunch meals, as enumerated under paragraph 3.D. (5)., Infra, of this Agreement;
- (9). Collaborate with Mesquite ISD employees serving as administrators on the College campus; and Provide the same level of security to high school students the College provides to college students.
- (10). College will provide academic supports and guidance to include: academic advisement and career services to help students align degree/certificate with future career, work plans or transfer plans to universities.
- (11). Conduct an annual evaluation for faculty of both College and High School that is the same as that for all adjunct College instructors.
- (12). College will inform High School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

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

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

- (1). College will select instructors of P-TECH Dual Credit courses. Faculty provided by the College:
 - (a). Shall meet the College's academic credentialing requirements for teaching College courses; and
 - (b). To the extent possible, shall teach dual credit courses that are not a part of the state's End-of-Course testing program; and
 - (c). Determine who meet the academic credentialing requirements of the College, may be designated, If appropriate, as College Adjunct faculty.

- (2). Faculty provided by Mesquite ISD Shall teach P-TECH high school courses and STAAR EOC tested P-TECH dual credit courses.
 - (3). College and Mesquite ISD shall collaborate to ensure that the rigor, academic requirements, and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.
 - (4). Develop ongoing opportunities for joint training among credentialed P-TECH and College Faculty throughout the academic year.
- J. Joint Planning: The College and School District will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The College School District will utilize Attachment B to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.
- K. Classroom and Office Facilities:**
- (1). P-TECH credit courses (whether high school or dual credit courses) for 9th through 11th grade will be conducted at the high school; P-TECH dual credit courses for 12th grade will be conducted at the college. The College will provide one shared workspace and one classroom during an academic year. If additional space is needed by the ISD, the College will provide the additional space, if such a space is available on the College's property. Any use of additional space may require facilities use agreement and payment of a fee
 - (2). College will negotiate with Mesquite ISD regarding logistical needs and office space for use by faculty and staff.
 - (3). College reserves the right to assess a facility use fee only for years three and four of the agreement when 9th through 12th graders are taking classes at College. Such facility use fee of \$50,000 shall be paid by Mesquite ISD to College for classrooms and labs. This facility use fee will be detailed in a mutually agreeable, written amendment entered between the Parties as may be necessary If the College determines it necessary to assess such a facility fee.
 - (4). High school students, faculty, and staff will have access to instructional and non-instructional resources available on the campus of the College, in keeping with the guiding principles enumerated in Section 1, "Guiding Principles," of this Agreement.
 - (5). Students, faculty, and staff shall obtain a College identification card at the cost of the College.

- (6). With the prior written approval of the Vice Provost of Educational Partnerships, or designee, which approval will not be unreasonably dented, conditioned or delayed, College shall allow Mesquite ISD to make non-structural, temporary modifications to accommodate the installation of personal property, trade fixtures, equipment and other temporary Installations in the P-TECH office, provided that such modifications do not impact the structural integrity of the College's building and do not unreasonably detract from its uniformity or dignity. All personal property, equipment, trade fixtures and other temporary installations, placed or installed in the P-TECH shall remain Mesquite ISD's property free and clear of any claim by the College, provided that same may be removed, on termination of this Agreement, or earlier as may be necessary, without damaging the College's property, reasonable wear and tear excepted. Both Parties shall have the right to remove the same at any time during the term of this Agreement. Upon termination, cancellation, or expiration of this Agreement, Mesquite ISD shall have sixty (60) days to remove all its personal property and equipment from the P-TECH office. Mesquite ISD shall return college property in good condition less reasonable wear and tear.

L Scholarship, Tuition, Textbooks and School Supplies:

- (1). In accordance with College Policies, College will provide tuition scholarships to qualified P-TECH students enrolled in dual credit courses based on the Dual Credit Master Course List or Attachment B.
- (2). By written agreement, students attending high schools in Dallas County, who are enrolled in courses for which they receive joint credit under the Texas Education Code shall not pay tuition. One tuition scholarship per dual credit course per student is allowed. Scholarships are not available for high school students enrolled in college courses where only college credit is awarded. Scholarships are not provided for repeated courses. P-TECH is responsible for payment of repeated dual credit college course(s). Student or high school will pay the in-county discounted tuition rate of \$79 per credit hour for repeated dual credit courses. The in-county discounted tuition rate is solely for dual credit courses listed within this Agreement or Attachment B. If student repeats the same dual credit course for the third or subsequent attempts of credit and Continuing Education/Workforce Training courses, the P-TECH will then pay a higher tuition rate with few exceptions. Students should take care in dropping a course.
- (3). The P-TECH or Mesquite ISD will be responsible for the cost of books, materials, which include Follett Higher Education learning materials, access codes, required course supplies, equipment, and liability insurance if applicable.
- (4). Follett Higher Education learning materials and classroom textbooks shall be determined by College faculty and made available online, at the high school through an arrangement with Follett, and/or in College bookstore prior to the

start of classes. Students who enroll for Dual Credit courses must use the most current learning materials and textbooks as reasonably approved by the College Instructional division. Each academic year, any required access code must be purchased by the P-TECH Administrator each student enrolled in that course to fulfill that requirement.

- (5). Based on the mutually agreed upon curriculum aligned plan, College approved textbooks, syllabi, course curriculum and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this Agreement.
- (6). Based on the mutually agreed upon curriculum aligned plan, all agreed upon textbooks, and supplemental materials required for classes, as determined by the Dual Credit Course Articulation Agreement, shall be provided by Pathways in Technology Early College High School.
- (7). Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by Mesquite ISD may be used for the time consistent with local College practices, but not fewer than 2 years.
- (8). College classroom textbook(s) shall be determined and made available prior to the start of classes. Arrangement of any textbook delivery will be made between the high school and Follett. College may require all high schools to replace hardcopy textbooks or textbooks that require an access code that have been used by the high school after two-four years of continuous use, or after the expiration of a textbook's useful service, as reasonably determined by the College.
- (9). Textbooks that are bundled with other instructional tools such as software products and/or licenses may not qualify as a "re-usable textbook." If that is the case, new access code and/or software may be purchased if made available by the vendor. "Other instructional tools" does not include textbooks that require an access code.
- (10). College classroom textbook(s) shall be determined and made available for purchase to P-TECH students prior to the start of classes. Arrangement of any textbook delivery will be made between the high school and Follett.

M, Payment of Services: During the term of this Agreement, the College may commence providing educational services during an academic term that does not coincide with the beginning date of this Agreement. This is because some portions of the Dual Credit courses are or may be taught utilizing high school teachers. In the event the Mesquite ISD's teachers are used to teach P-TECH Dual Credit courses, College agrees to pay for such Dual Credit instructional services for Dual Credit Courses contemplated by this Agreement, in accordance with Attachment C Second Amendment to Agreement Between Dallas College and Mesquite Independent School District Concerning Dual Credit.

AUTHORIZED EXPENDITURES NOT TO EXCEED:

Location	Description	Amount
Dallas College Central Region/ Mesquite ISD Dual Credit & P- TECH	During Initial Term Beginning: 2022-2023	\$306,000
Dallas College Central Region/ Mesquite ISD Dual Credit & P- TECH	Aggregate: \$ (College Grand Total listed here)	\$1,200,000

N. Recruitment and Enrollment of Students:

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

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

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

- Q. Media and Public Relations:** Media and public relations regarding the Pathways in Technology Early College High School will be managed according to Mesquite ISD and College protocols.

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

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

accordance with FERPA. In accordance with 34 CFR § 99.34(b), if a Student is enrolled simultaneously in the College and High School pursuant to this Agreement, the Parties may share information regarding the Student. Subject to FERPA, neither College nor High School may disclose information contained in Student records received from the other Party to a third party without prior written consent from the Student or the Student's parent/legal guardian. College and High School must destroy any Student information received from the other Party under this Agreement when such Student information and records are no longer needed for the purposes contemplated under this Agreement. Should the Parties enter into any type of Data Sharing Agreement for purposes of facilitating the Dual Credit program, then any return or destruction of Student records shall be done in accordance with such Data Sharing Agreement.

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

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

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

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

- D. This Agreement may also be terminated immediately if Mesquite ISD has not received authority for P-TECH designation renewal from the TEA, in compliance with section 102.1091 of the Texas Administrative Code ("Designation"). In the event Mesquite ISD does not receive Designation, Mesquite ISD shall provide College with written notice of

such non-renewal within ten days of the date on which Designation would be due from TEA.

- E.** Upon written notice by the College to Mesquite ISD of the non-appropriation of funds by the Board and/or the Legislature, the College will issue written notice to Mesquite ISD and either Party may terminate this Agreement without further duty or obligation under this Agreement. Mesquite ISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the College.
- F.** If a Party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.

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

10. Limitations of Authority:

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

11. Waiver: The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

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

- A.** Consents to the exclusive Jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this Agreement.
- B.** Waives any objection it might have to jurisdiction or venue of such forums or that the

forum is inconvenient; and

- C. Agrees not to bring any such action in any other Jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

13. Miscellaneous Provisions:

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

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

Dallas College

To: Anna M. Mays
Vice Provost
Dallas College

1601 Botham Jean Blvd.
Dallas, TX 75215
214-378-1733
214-378-1810
amays@dcccd.edu

Mesquite Independent School District

To: Dr. Angel Rivera
Superintendent
Mesquite Independent School District
3819 Towne Crossing
Mesquite, TX 75150
972-288-6411
Arivera3@mesquiteisd.org

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

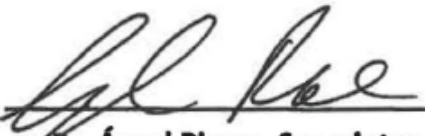
- 15. Nondiscrimination:** Parties to this Agreement shall not discriminate in this P-TECH Program based on race, color, religion, gender, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- 16. Signatory Clause:** The individuals executing this Agreement on behalf of Dallas College and Mesquite ISD 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 the Effective Date set forth above. Therefore, the Parties shall begin their respective duties on the Effective Date recited above.


DALLAS COLLEGE

By:  Shawnda Floyd (Jul 12, 2022 17:16 GMT+2) **Jul 12, 2022**
Dr. Shawnda N. Floyd, Ed.D., J.D. **Date**
Provost, Dallas College

Mesquite Independent School District

By:  6/13/22
Dr. Ángel Rivera, Superintendent **Date**
Mesquite Independent School District

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

By:  6/13/22
Mesquite ISD Attorney **Date**
Approved as to Form (Include if necessary)