

P-TECH 9-14 MODEL AGREEMENT

DALLAS COLLEGE, GARLAND INDEPENDENT SCHOOL DISTRICT AND GARLAND POLICE DEPARTMENT

This Agreement (“Agreement”) is entered into by and among City of Garland, a Texas home rule municipality on behalf of Garland Police Department, its principal place of business located at 1891 Forest Lane, Garland, TX 75042; the Garland Independent School District (“Garland ISD”), a Texas political subdivision of secondary education on behalf of Lakeview Centennial High School (“Lakeview Centennial High School”); and the Dallas College (“Dallas College” or “College”), a Texas political subdivision of higher education located at 3737 Motley Drive, Mesquite, TX 75150, (each individually a “Party” and collectively, the “Parties”), and sets forth the roles of the Parties in regard to the implementation of the Pathways to Technology Early College High School (“P-TECH”) model at Lakeview Centennial High School (the “Program”)

OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating Lakeview Centennial Pathways to Technology Early College High School (“School”). The School’s mission is to provide all students with an education that begins in grade 9, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree in Criminal Justice and Business Administration, thus preparing students to succeed in college and/or a career. The program also includes actual work experiences designed to prepare students for positions in the Criminal Justice field.

The School is open to Students of all backgrounds and abilities, including at-risk students, students who are highly motivated and capable but may need additional assistance to realize their potential, students for whom a smooth transition into postsecondary education is now problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, and students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, English language learners, and students with disabilities. The primary point of entry is the ninth grade. The School will admit approximately 100-125 students in its initial 9th grade class, and will grow by approximately 100-125 students each year, until the school reaches full capacity of 400-500 students in School Year 2023-2024.

The School’s curriculum and support program is designed to support a wide range of students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the Criminal Justice field. All college courses offered to students while enrolled in the School will be free of charge to students and their families. All College fees for courses offered to students under this Agreement will be defrayed by Dallas College scholarships for students and their families.

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

ROLES AND RESPONSIBILITIES

A. Garland Police Department Responsibilities

1. Garland Police Department will be committed to the full implementation of the Overall School Model as outlined.
2. Garland Police Department Student Resource Officers (SROs) will support the program by serving as mentors to participating students.
3. Garland Police Department, in partnership with Garland ISD, will continue to identify and communicate to GISD, key skills students will need to succeed in agency positions.
4. A Garland Police Department SRO Supervisor will manage the department's involvement in the School's program. The SRO Supervisor will be reasonably available to support the relationship under this Agreement with the School. The SRO will, among other duties, coordinate site visits to Garland Police Department's facilities, recruit and match available mentors to students, and support teachers and faculty in developing appropriate curricula. Garland Police Department will also provide other appropriate staff (e.g., School Resource Officers) to participate in the Local Partnership Committee. Under this Agreement, the Local Partnership Committee is comprised of representatives from Lakeview Centennial High School, Dallas College, Garland ISD and Garland Police Department as reasonably determined by the Parties.
5. Garland Police Department will assist in providing opportunities to participants for appropriate workplace experiences (e.g., design projects, visits, and speakers). This will prepare students for the reality of the field, based on the curriculum Scope & Sequence plan. Garland Police Department will assist the School's staff in identifying additional organizations in the Criminal Justice field to ensure that each student has the opportunity to participate in possible internships during the course of the program.
6. Garland Police Department will work with the School's staff and the other Parties to this Agreement to assist the School to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Garland Police Department will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
7. In support of the program and with approval from the SRO Chain of Command, the Garland Police Department will allow Dallas College, Garland ISD, the School's staff, and students reasonably appropriate, controlled and limited access to designated Garland Police Department facilities. This access may include facility tours, short job shadowing sessions, mentoring, and other "real life" work related exposures.

B. Dallas College Responsibilities:

1. Dallas College will be committed to the full implementation of the Overall School Model as outlined herein.
2. Dallas College will allow the School's staff and students access to Dallas College facilities relevant to the academic success of the students.
3. Dallas College will work with the School's staff and the other Parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Dallas College will:
 - a. Identify specific courses needed to earn an associate degree, including opportunities for credit-bearing courses no later than 10th grade;
 - b. Ensure that those courses are available at a time and place that is accessible to students in the School; and
 - c. Work with the School to determine which courses will be taught by:
 - (1). Dallas College faculty;
 - (2). High school teachers with adjunct status; and
 - (3). A combination of the two.
4. Dallas College faculty will collaborate with the School's teachers to ensure alignment and appropriate supports between high school and college-level courses. Dallas College faculty will work with Garland Police Department to ensure that coursework is aligned to technical skills and competencies consistent with the appropriate internships.
5. Dallas College will be responsible for ensuring college credit-bearing courses meet the rigor and standards of the Dallas College. As such, college courses offered to students at the School will be governed by the following:
 - a. All courses offered for college credit must be regular Dallas College courses, developed and approved by Dallas College faculty, approved through Dallas College governance, and listed in the Dallas College course catalogue. The course syllabus determines course content, required textbooks, assessments, and policies on attendance and grading.
 - b. All instructors of college-level courses must meet Dallas College's academic requirements and are subject to the approval of the relevant Dallas College department chairperson in consultation with the School's principal, PTECH Principal or College and Career Magnet Advisor. In some instances, high school teachers (who are Garland ISD employees) may meet the requirements for college-level instruction. All high school teacher instructors shall possess and maintain the following: appropriate education; knowledge; professional experience; and; valid and current certifications where necessary to teach college-level courses under this Agreement. If Garland ISD employees teach college-level

courses as part of their regular teaching load, they are not eligible for additional compensation from any Party.

6. Dallas College will work with the School to collect data on college course-taking and experiences. Dallas College course registration must be entered into all appropriate college systems using appropriate program codes.
7. Dallas College will provide dedicated staff to work on the initiative, including a Dallas College liaison who has the authority to coordinate with the School.
8. Dallas College will coordinate with the Steering Committee to assure that the relevant degree is funded by Dallas College scholarships for Students and their families, developing a financial plan to cover the cost of instruction.
9. As outlined in the agreement the Industry Partner will collaborate with the School and Dallas College in the following ways to address:
 - a. Parties will work together to develop a Scope & Sequence plan that will serve as a blueprint for curriculum development and programming for students and staff.
 - b. Establish and maintain a partnership agreement which will provide 100% of participating students access to appropriate work-based training and education at every grade level.
 - c. The industry or business partner will give to a student who receives work-based training or education from the partner under the P-TECH program first priority in interviewing for any jobs for which the student is qualified.

C. Garland ISD Responsibilities:

1. Lakeview Centennial High School will be committed to the full implementation of the Overall School Model as outlined within this Agreement.
2. Lakeview Centennial High School will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Lakeview Centennial High School will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
3. Lakeview Centennial High School will establish a college-like culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as:

time management;
collaboration;

problem-solving;
leadership;
study skills;
communication; and
tenacity.

4. Lakeview Centennial High School will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the Criminal Justice field.
5. Garland ISD will provide a facility to house the School at Lakeview Centennial High School, located at 3505 Hayman Drive, Garland, TX 75043. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
6. Lakeview Centennial High School will allow Dallas College and Garland Police Department faculty and staff appropriate access to the School to support program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
7. Garland ISD will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School. Garland ISD will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
8. Garland ISD will provide regular operating funds to the School in the same manner consistent with other Garland ISD schools. Garland ISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
9. Garland ISD will support the School's principal in identifying qualified staff to teach in the School.
10. Garland ISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. Garland ISD will share best practices from other public schools that effectively serve a wide range of high school students in achieving college and career readiness.
11. Garland ISD will provide the criminal background checks for all mentors under this Agreement who are not employed by the Garland Police Department.

CONFIDENTIALITY OF INFORMATION

- A. **STUDENT CONFIDENTIALITY.** The Parties acknowledge that the Garland ISD and Dallas College each have a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family

Educational Rights and Privacy Act (“FERPA”). Any student educational records shared must be done in compliance with the requirements and exceptions outlined in FERPA. The Parties acknowledge that Garland ISD and Dallas College must comply with said law and regulations and safeguard student information. The Parties may not re-disclose the information to a third party without prior written consent from the parent or eligible student. The Parties must destroy any student information received from the other Parties when no longer needed for the purposes listed in this Agreement.

B. Dallas College and Garland ISD will exchange information as outlined in the data sharing agreement executed by Garland ISD and Dallas College on November 30, 2016.

1. When Garland ISD and/or Dallas College provide each other with such student information, the Party disclosing the student information shall include the following statement all on the cover page:

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

C. The City of Garland shall not be provided any personally identifiable information of students or educational records of students. In the event that such non-directory information is needed by the City of Garland, the prior written consent of the participating students will need to be obtained prior to providing information to the City of Garland.

D. Dallas College and Garland ISD intend to designate the City of Garland as a “school official” with “legitimate educational interests” in academic and other data pertaining to Dallas College and Garland ISD students enrolled in the Program under this Agreement. As a “School Official” with “legitimate educational interests,” as those terms have been interpreted by the U.S. Department of Education under the Family Educational Rights and Privacy Act, and its implementing regulations, the City of Garland acknowledges that it must comply with FERPA and agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99 (a) on school officials. The City of Garland shall regard all student information it receives as confidential and shall not disclose such student information to any third party, except as permitted or required by this Agreement, required by law, or as otherwise authorized by Dallas College and Garland ISD, as appropriate, in writing. Garland ISD or the School will provide the City of Garland with student names and pathway of study.

E. Texas Public Information Act (“TPIA”). The Parties acknowledge that each of them are subject to the TPIA. As such, upon receipt of a request under the TPIA, each Party is required to strictly comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. by Garland ISD and/or City of Garland and/or Dallas College; or

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

The Parties are expected to fully cooperate with the other Parties in responding to public information requests. This includes, but is not limited to, providing the Garland ISD and/or City of Garland and/or Dallas College with requested documentation. In the event that the request involves documentation that City of Garland and/or Dallas College and/or Garland ISD have clearly marked as confidential and/or proprietary, the Party disclosing information pursuant to the TPIA will provide the other Parties with the required notices under the TPIA. The Parties each acknowledge that they have the responsibility to brief the Attorney General's Office on why their documents are identified as confidential and/or proprietary and fall within an exception to public disclosure.

TERM & TERMINATION

A. Term:

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

1. Not less than thirty-(30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this Agreement;
2. Dallas College and Garland Police Department are not in default of this Agreement; and
3. This Agreement has not been terminated.

B. Termination:

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

GOVERNING LAW AND VENUE

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any

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

MODIFICATION

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

MISCELLANEOUS PROVISIONS

- A. Parties to this Agreement warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. In the performance of their obligations under this Agreement, Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by either Party hereto is permitted or required by any provision of this Agreement, such action shall be in writing and shall not be unreasonably delayed or withheld.
- C. The term “Partner” as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a Partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of Partners.
- D. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.
- E. Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- F. This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the Parties, oral and written, with respect to the subject matter hereof.

SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of Garland Independent School District, Garland Police Department and Dallas College acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

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

Garland Police Department

Garland ISD

Chief of Police
Chief
Garland Police Department
1891 Forest Lane
Garland, TX 75042

Superintendent or Designee Name
School Board President or Superintendent
Garland ISD
501 S. Jupiter
Garland, TX 75042

Dallas College

With copy to:

Ana Mays
Vice Provost for Educational Partnerships
Dallas College
1601 South Lamar Street
Dallas, TX 75215-1816

GARLAND POLICE DEPARTMENT

By:

Jeff Bryan, Chief of Police

1-21-22

Date

By:

Garland Police Department Attorney

Date

GARLAND INDEPENDENT SCHOOL DISTRICT

By:

Dr. Ricardo Lopez, Superintendent

Date

ATTEST BY:

Name, Title

Date

By:

Name, Legal Counsel

Date

DALLAS COLLEGE

By:

Ana Mays, Vice Provost for Educational Partnerships