STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

This Interlocal Agreement (”ILA”) effective as of 08/09/2020 (“Effective Date”), is made and entered into by and between the Dallas College (“Dallas College” or “College”), a Texas political subdivision of higher educationand Garland Independent School District, (“GISD”), a Texas political subdivision of secondary education. The College and the GISD may hereafter be individually referred to as “Party” and collectively as “Parties.” The Parties enter into this ILA for the purpose of the development and support of a Pathways in Technology Early College High School (“P-TECH” or “P-TECH Program”).

WHEREAS, the Parties desire to collaborate for the development and support of a P-TECH Program authorized by Sections 29.551 – 29.557 of the Texas Education Code;

WHEREAS, the P-TECH model provides students the opportunity to earn a high school diploma and college credit towards an Associate Degree, two-year postsecondary certificate, or industry certification as well as authentic work experiences designed to prepare students for positions in their field;

WHEREAS, the P-TECH will be located at 2109 W Buckingham Rd, Garland, TX 75042, with no more than 500 students;

WHEREAS, the Parties intend this ILA to serve as an Articulation Agreement under Section 29.551 of the Texas Education Code;

WHEREAS, the Parties are authorized to enter into this ILA pursuant to Section 791.011, Texas Government Code,

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

WHEREAS, it is the intention of the Parties that the Early College High School ("ECHS") shall be operated in accordance with the legislative grant of authority for in Tex. Educ. Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by the Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the Parties mutually agree to the terms and conditions set forth below and in any attachments to this ILA, which are hereby incorporated by reference into this ILA for all purposes.

1. **Attachments to this ILA:** The ILA 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 (2020-21);
    B. Attachment B: Course List(s); and
    C. Attachment C: Payment of Services

2. **Term:** All terms of this ILA are strictly contingent upon the annual approval of the ECHS Program by the Texas Education Agency ("TEA"), in compliance with section 102.1091 of the Texas Administrative Code. Subject to prior termination of this ILA as provided in Section 6, the initial term of this ILA is in full force and effect for a period of one-year, beginning 08/09/2020 and ending 08/09/2021. At least one hundred twenty days before the expiration of the initial term and any subsequent renewal terms, College and GISD shall review this ILA and may renew it for up to two consecutive one-year terms, upon:

    A. Annual approval of the ECHS Program by TEA; and

B. Written approval of the College and GISD.

Each term for educational services under this ILA is strictly contingent upon the TEA's annual approval of the ECHS Program.

3. **Guiding Principles**: The College and GISD alliance will function with the following principles:
   - **A.** Establishment of a mutually beneficial partnership between College and GISD 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 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 partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
   - **E.** Location of the Early College High School for grades 9-10 on the North Garland Pathways of Technology Early College High School campus and as feasible on the Richland campus for grades 11-12.
   - **F.** Shared use of College and 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 ECHS program who reflect the diversity of the region served by the ECHS ("ECHS Student").
   - **H.** Compliance with THECB rules relating to Dual Credit which are incorporated into this ILA 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 1638 (85TH Legislature, 2017), the College and 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 the GISD high schools, College, and at community events.
- **C.** College Dual Credit Office will collaborate with the ECHS or P-TECH and ISD to assist with recruitment of students and to provide students and families with information about Dallas College and educational opportunities.
- **D.** The ECHS 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 ECHS 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 ECHS 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 PTECH 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 GISD high school 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 GISD 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 the Colleges 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.

H. College and the GISD high school shall develop a contingency plan for students off-track for success in the ECHS/PTECH program. Support systems shall include infrastructure, resources, and personnel to enable every possibility to retain the student in the ECHS program.

I. The ECHS shall provide enrichment opportunities, including:

a. A structured program of community service to promote community involvement.

b. Partnering with community businesses to expose students to a variety of potential career options and possible internship opportunities.

c. Providing college awareness to current and prospective students and families, including:

i. Application assistance,

ii. Financial aid counseling, and

iii. College and career counseling.

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

A. College and ECHS shall provide students with career information, degree and

certificate options, and academic advising.

B. College and ECHS 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 an ECHS liaison to monitor and advise students on the transferability of all college credit offered and earned.

E. The ECHS shall support students in their course of study.

a. The ECHS shall provide academic support to the students by personalizing the learning environment in the following ways:
   i. Developing individualized student plans for ongoing academic support,
   ii. Providing tutoring and/or Saturday school for identified students in need of academic supports,
   iii. Providing advisory and/or college readiness and support time built into the program of study for all students, and
   iv. Establishing a mentorship program available to all students.

b. The ECHS shall provide social and emotional support to the students as needed, including:
   i. connections to social services
   ii. parent outreach and involvement opportunities

Goal 4- Course Quality and Rigor:

A. Content of course will be college-level and ECHS Students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Early College High School Guidelines.

B. ECHS dual credit courses must demonstrate the same quality and rigor as College courses.

C. The College shall ensure that an ECHS 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.

D. ECHS students must maintain satisfactory academic performance in the ECHS 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 ECHS.

E. Academic policies applicable to courses taught on the College's campus shall also apply to ECHS dual credit courses.

F. The ECHS 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 campus may implement multiple dual enrollment delivery models:

a. College courses taught on the College campus by College faculty
b. College courses taught on the high school campus by College faculty
c. College courses taught on the high school campus by qualified high school faculty
d. College courses taught virtually, via distance/online/blended learning

5. Purpose and Scope of the ILA: The purpose and scope of the ILA are as follows:

A. Purpose: The purpose of this ILA is to provide a system under which an eligible high school student may enroll in state approved college course(s) and receive course credit for the course(s) from both the College and high school. ECHS dual enrollment is structured 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, ECHS and ISD will approve Students who are qualified to enroll in courses enumerated in this ILA. Courses enumerated under this ILA (see Attachment B) will be offered at both the ECHS and College. Faculty from College and ISD will conduct these courses.

B. Governance: The DCCCD Dual Credit program, including the ECHS Program, shall be governed by state and federal laws and regulations, as well as GISD policies

(hereinafter "GISD Policies") and DCCCD rules, regulations, policies, and procedures, including, without limitation, policies set forth in the DCCCD Board of Trustees Policies and Administrative Procedures Manual, and all other applicable rules, regulations, and operational memorandum of the College (hereinafter, "DCCCD Policies"). In the event of a conflict between the GISD Policies and those of the DCCCD, DCCCD Policies shall control.

(1) The ECHS Principal shall:

a. Have the reasonable authority to implement the following, consistent with the rules and guidelines established by TEA, GISD, and DCCCD:

(1) Staffing;
(2) Budget;
(3) Student assessment, curriculum and scheduling;
(4) Professional development;
(5) Access to school and student data for ECHS Students with permission of the College; and
(6) Parent and community involvement consistent with the mission and needs of the school.

b. Report to GISD's Superintendent or his/her designee through the established GISD governance structure; and will collaborate with the College Provost t or designee on matters related to the ECHS.

c. Serve as the primary contact and spokesperson for the 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 ECHS program.

(2) The ECHS Advisory Committee:

a. Will serve as an advisory committee to the ECHS Principal and the College President or Designee in developing a coherent program across institutions.

b. Shall include, but is not limited to, representatives of GISD, which are North Garland 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 Early College Advisory Committee will be determined by the Superintendent of GISD, the President of College, the Principal of North Garland Pathways in

Technology Early College High School, and they shall meet regularly as reasonably agreed upon by the advisory committee.

C. **Description of Services**: The College shall provide instruction for the courses listed on Attachment B exclusively for qualified ECHS students.

D. **Awarding Credit for Courses**: The College will award credit for courses for which Dual Credit Course Articulation Agreements have been approved. 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. Within the scope of this provision, but not later than ten (10) business days prior to the start of the semester, courses may be revised or added to Attachment B, without the necessity for Board approval, in the following instances only:

   a. Through an oversight, the Parties inadvertently omitted classes from the course matrix that they previously agreed to include;
   b. A typographical, transcription relating to course identifiers, or other minor editing errors; and
   c. If the State changes course offerings, then the appropriate change may be made.

   The College shall be solely responsible for properly documenting all information on the course matrix.

   ECHS 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.

E. **Transcripting of Credit:** For ECHS Dual Credit Courses, high school as well as college credit shall be transcripted immediately upon a student's completion of the performance required in the course.

F. Conditions of Service: The Parties understand and acknowledge the following conditions of service under this ILA:

(1). The College Dual Credit program falls under Texas Higher Education Coordinating Board Rule 19 TAC §§ 4.81-4.85, "Dual Credit Partnerships Between Secondary Schools and Texas Public Institutions of Higher Education." Services under this ILA are limited exclusively to Dual Credit for the DCCCD in-county discounted tuition rate of $59 per credit hour for eligible dual credit courses including online dual credit courses (Attachment B).

(2). All students wishing to participate in the ECHS 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;
(d). Provide a current high school transcript of school subjects completed;
(e). Provide required documentation for meningitis vaccination if attending classes on a DCCCD 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"); and
(h). Demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines
(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.

(3). To enroll in an ECHS Dual Credit course offered under this ILA, 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. The administration of the new TSIA2 will begin on August 31, 2020.

(4). Courses approved for dual credit by the THECB shall be in the College's:

(a). Core Curriculum;

(b). Career and Technical Education Courses that apply to any certificate or Associate Degree offered by the institution; courses contained in the Workforce Education Manual (WECM);

(c). Courses with the following rubrics: ACCT, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, and RNSG; and

(d). Foreign Language courses

(5). Each ECHS Dual Credit course offered under this ILA 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 division dean at the College.

(6). Approved ECHS 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 in order 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 (HB3650).

(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, ECHS dual credit class may be comprised of ECHS Dual Credit students only or of ECHS 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, GISD and North Garland Pathways in Technology ECHS shall collaborate to ensure the rigor, academic requirements and standards applicable to the ECHS Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those ECHS Dual Credit Courses taught by employees of GISD high school, it shall be the obligation of GISD high school 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 a GISD high school employee(s) fails in any respect to meet any required standard, College will provide GISD high school notice of such failure and GISD high school shall promptly undertake to remedy such deficiency. In the event GISD high school shall fail to undertake to promptly remedy such deficiency, the College may take any and all appropriate actions up to and including termination of this ILA.

(11). A College supervisor will review the major examinations in each ECHS Dual Credit

course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.

(12). College and ECHS will agree on the number of students per class.

(13). ECHS shall adhere to the College Guidelines for Dual Credit Courses and Remedial Courses that are incorporated into this ILA set forth on Attachment A. If the Texas Higher Education Coordinating Board and the College adopt new Guidelines during the term of this ILA, these new Guidelines shall take precedence over the previous College Guidelines. College will promptly provide GISD with a copy of any new or revised Guidelines.

(14). If a student is enrolled simultaneously in College and high school pursuant to this ILA, the College and ISD may share information regarding the student in accordance with the Family Education Rights and Privacy Act (FERPA), 34 CFR § 99.34(b) and as set forth in the duly executed data sharing agreement between the Parties. Any sharing of educational records with third-parties shall be governed by section 7 below.

(15). Students may be allowed to attend approved Dual Credit course(s) at another College campus than the one listed within this ILA when a specific course(s) is not available at the College campus within the students' service-area. The student shall submit the request to enroll in a course outside of the student's service area using the High School Enrollment form. The College will review the request determine course availability at another college within the District. Student will need to register with home college location. Colleges must monitor courses taken to ensure one college provides 25% or more of the course work required within a degree or certificate program for college graduation. Not all Dual Credit courses may be available at other Dallas College campuses.

(16). Enrollment of an GISD high school student in an online ECHS Dual Credit course provided under this ILA will be reviewed on a case by case basis with the parent/guardian and student. The review will serve to explain the requirements and expectations of online ECHS Dual Credit courses. The ultimate enrollment decision rests with the College after consultation with the appropriate GISD high school counselor.

(17). Students may take approved ECHS Dual Credit courses. ECHS Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such ECHS Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved ECHS Dual Credit courses will be made available at the College and/or high school. College may also offer ECHS Dual Credit courses at the College during the evening, week-end and summer to ECHS Students. The GISD high school may accept ECHS Dual Credit courses for dual credit upon student presenting official College transcript to GISD high school. Courses not listed in Attachment B do not qualify for dual credit. Students who have acquired TEA course graduation requirements are not eligible for dual credit.

(18). Within the scope of the Effective Date of this ILA, 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.

(19). 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.

(20). Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the 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.

(21). College's performance of its duties under this ILA is specifically contingent upon the appropriation and allotment of adequate funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the College's Board of Trustees (the "Board")

(22). High school and College understand and acknowledge that 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.

(23). The Parties understand and agree that while on the College's campus, until further written notice is provided pursuant to this ILA, ECHS students will be required to wear face cloth face covering and practice appropriate physical distancing as directed by College. For more information about permitted face coverings and instructions, please see COVID-19 Face Mask Information.

G. Responsibilities of GISD: GISD shall have the following duties:

(1) Apply to the TEA for the establishment and continual approval, as necessary, for an Early College High School; 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 ISD high school instructors to teach ECHS 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 ECHS Program under this ILA for the term of this ILA.

(6) Ensuring the ECHS 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.

ii. Provide a contact person who will fulfill the duties of a ECHS Dual Credit Coordinator including:

1. Assisting students in completing all required admissions documents;
2. Assisting with student orientation;
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;

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 ISD and high school;
2. College Policies as defined in Section 5B

H. Responsibilities of College:

(1) Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the ECHS;

(2) Ensure that course guidelines are followed;

(3) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;

(4) Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and GISD

(5) Pay salaries of College instructors who teach college courses at the high school;

(6) Provide an area, per GISD, state and federal requirements, where students may eat GISD provided breakfast and lunch meals, as enumerated under Section 3(G)(5)of this ILA;
(7) Collaborate with GISD employees serving as administrators on the College campus; and
(8) Provide the same level of security to high school students the College provides to College students.

I. Faculty: College and ISD, as appropriate, shall provide instructional faculty who meet TEA and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements.

(1) College will select instructors of ECHS Dual Credit courses. Faculty provided by 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;
   c. College shall provide and pay the salary of appropriately credentialed College instructors to teach ECHS courses.
   d. Faculty provided by GISD: Shall teach ECHS high school courses and STAAR EOC tested ECHS dual credit courses.
   e. Who meet the academic credentialing requirements of the College, may be designated, if appropriate, as College Adjunct faculty.
(2) College and ISD high school 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.
(3) Develop ongoing opportunities for joint training among credentialed ECHS and College Faculty throughout the academic year.

J. Classroom and Office Facilities:

(1) ECHS (whether high school or dual credit courses) credit courses for 9th through 10th grade will be conducted at College (or, outline your ECHS structure).
(2) College will negotiate with GISD 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 shall be paid by GISD 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 ILA.

(5) Students, faculty, and staff shall obtain a College identification card.

(6) Classroom selection will be mutually approved by the Parties, provided that the College shall have final discretionary authority with respect to the use of any classroom space(s) on its campus. Maintenance, repair and setup of classroom spaces at College will be paid by the College.

(7) With the prior written approval of the College President, or designee, which approval will not be unreasonably denied, conditioned or delayed, College shall allow GISD to make non-structural, temporary modifications to accommodate the installation of personal property, trade fixtures, equipment and other temporary installations in the ECHS 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 ECHS shall remain GISD's property free and clear of any claim by College, provided that same may be removed, on termination of this ILA, 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 ILA. GISD shall pay all costs associated with the setup, relocation or removal of telephone, electronic mail and other telecommunication equipment and services. Upon termination, cancellation, or expiration of this ILA, GISD shall have sixty (60) days to remove all its personal property and equipment from the ECHS office. GISD shall return college property in good condition less reasonable wear and tear.

K. Scholarship, Tuition, Textbooks and School Supplies:

(1) In accordance with College Policies: College will provide tuition scholarship to qualified Early College High School students enrolled in dual credit courses based on the Dual Credit Course Articulation Agreement.

(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. ECHS 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 ILA 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 ECHS will then pay a higher tuition rate with few exceptions. Students should take care in dropping a course.

(3) The ECHS or ISD will be responsible for 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 ECHS 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 ILA.

(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 Early College High School.

(7) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by GISD may be used for the time period 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 ECHS students prior to the start of classes. Arrangement of any textbook delivery will be made between the high school and Follett.

L. Payment of Services: During the term of this ILA, the Colleges may commence their services during an academic term that does not coincide with the beginning date of this ILA. This is because some portion of the Dual Credit courses are, or may be taught utilizing high school teachers. In the event ISD high school teachers are used to teach ECHS Dual Credit courses, College agrees to pay for such Dual Credit instructional services for Dual Credit Courses contemplated by this ILA, in accordance with Attachment C.

AUTHORIZED EXPENITURES NOT TO EXECEED:

Campus	Description	Amount:
Richland	During Initial Term Beginning: 2020-2021	$10,000
Richland	Aggregate: $ (College Grand Total listed here)	$40,000

M. Recruitment and Enrollment of Students:

(1) GISD staff will recruit eighth graders annually utilizing a recruitment plan with input from all stakeholders (examples GISD, Early College High School, College) that include regular activities to inform all stakeholders of the opportunity for a qualified student(s) to attend an 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 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.

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

O. 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 ECHS administrator. Disciplinary action shall be taken, as necessary, by the ISD and the ECHS Principal in coordination with the College Student Discipline officer. In addition, the College may elect to dismiss or withdraw students from the ECHS Program who disrupt the learning environment or have repeated and/or excessive disciplinary infractions in dual credit courses and/or at the college campus. ECHS students, faculty and staff shall adhere to all applicable policies of the ISD and College.

P. Media and Public Relations: Media and public relations regarding the Early College High School will be managed according to GISD and College protocols.

Q. Compliance: The Parties to the ILA agree to comply with the following:
(1) Policies of GISD and
(2) College Policies, as applicable;
(3) All applicable local, state and federal laws and regulations, including, but not limited to:
    a. **Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681-1688 ("Title IX"):** The College and GISD acknowledge that each has an obligation under Title IX and 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 a student or employee of the College or the ISD. The College Title IX Coordinator shall address any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a College sponsored program or event, including the ECHS Program. All faculty teaching Dual Credit courses must participate in Title IX Compliance training, available through the College eConnect menu for employees.

b. **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):** Prior to the start of each semester, the high school and College shall collaborate on the development and communication of procedures for providing students with disabilities the opportunity to request accommodations through their college of enrollment. High school shall collaborate with College to provide disability services to students with disabilities in accordance with applicable law, including, but not limited to, providing recommendations and documentation for requested accommodations.

c. **Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"):** College and ISD acknowledge that each has a legal obligation to maintain the confidentiality and privacy of student records in accordance with FERPA. Neither College nor ISD may disclose Student information received from the disclosing Party (ISD/College) under the Data Sharing Agreement between the Parties ("Data Sharing Agreement"), to a third party without prior written consent from the parent or eligible student. College and ISD must destroy any Student Information received from the disclosing Party in performance of services under this ILA when such Student Information is no longer needed for the purposes contemplated under this ILA or as outlined in the Data Sharing Agreement.

6. **Liability of Parties:** Without waiving any defenses including governmental immunity, each Party to this ILA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this ILA 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.

7. **Right of Termination:** This ILA may be terminated upon:
   - **A.** Mutual written consent of the Parties;
   - **B.** Either Party may terminate this ILA on 120 days' written notice to the other Party.
   - **C.** Termination may occur immediately upon the breach of this ILA by one of the Parties. A material breach of this ILA includes, but is not limited to, a violation of College Policies or the policies of GISD, 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.

     In the event that a Party believes that another Party has materially breached this ILA 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 ILA will be allowed to finish their coursework without penalty.
   - **D.** This ILA may also be terminated immediately if GISD has not received authority for ECHS designation renewal from the Texas Education Authority ("TEA"), in compliance with section 102.1091 of the Texas Administrative Code (“Designation”). In the event ISD does not receive Designation, 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.** Provided, further, that the Parties agree that performance by the College under this ILA may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the College’s Board of Trustees (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then College will issue written notice to GISD and either Party may terminate this ILA without further duty or obligation under this ILA. GISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of College.
   - **F.** If a Party is compensated under this ILA, all compensation under this ILA shall be prorated to the date of termination.

8. **Assignment:** Neither Party may assign their interest in this ILA without the written permission of the other Party.

9. **Limitations of Authority:**
   - **A.** Neither Party has authority for or on behalf of the other except as provided in this ILA. No other authority, power, partnership, use of rights are granted or implied.
   - **B.** This ILA represents the entire ILA by and between the Parties and supersedes all previous letters, understanding or oral agreements between the College and GISD. Any representations, promises, or guarantees made but not stated in the body of this ILA 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 ILA without a written amendment to this ILA. Changes to this ILA 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.

10. **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 ILA shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

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

    - **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 ILA;
    - **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.

12. 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 any and all applicable statues, rules and regulations. The Parties shall comply with all Federal, State and local laws.

B. If the THECB adopts new guidelines for Early College High School programs during the term of this ILA, the new guidelines shall prevail and shall cause the Parties to execute an amendment to the ILA if necessary.

C. Colleges and 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. Technology requests specific to ECHS environments on College properties are to be coordinated through the GISD central technology departments, delivered to both college IT Director and College District IT Deputy Chief Innovation Officer.

E. Transportation to and from College is responsibility of high school and/or Student.

F. College and high school will collaborate to provide services to students with disabilities.

G. College and high school will collaborate to provide Health Center services to students.

H. Any payments made to a Party pursuant to this ILA 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.

I. The Parties to this ILA 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 ILA, and (4) the representative signing this ILA on each Party's behalf is authorized by its governing body to do so.

13. Notices: Notices given pursuant to this ILA shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Dallas College

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

Garland Independent School District

Dr. Ricardo Lopez
Superintendent
501 S. Jupiter
Garland, TX 75042
972-494-8201
A701@garlandisd.net

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.

14. **Nondiscrimination:** Parties to this ILA shall not discriminate in this P-TECH 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.

15. **Signatory Clause:** The individuals executing this ILA on behalf of Dallas College and GISD acknowledge that they are duly authorized to execute this ILA. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this ILA and the Attachments hereto. This ILA 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 (Nov 12, 2020 14:59 CST) Nov 12, 2020

Shawnda Floyd, Ed.D., J.D. **Date**
Provost
Dallas College

GARLAND INDEPENDENT SCHOOL DISTRICT

By: Ricardo Lopez (Nov 12, 2020 16:56 CST) Nov 12, 2020

Ricardo López **Date**
Superintendent
Garland Independent School District

Attest: _____

(Include if necessary) **Date**

Attachment A

DALLAS COLLEGE GUIDELINES FOR <u>EARLY COLLEGE HIGH SCHOOL</u> DUAL CREDIT COURSES AND REMEDIAL COURSES OFFERED IN PARTNERSHIP WITH TEXAS PUBLIC SCHOOLS

2020-2021 Academic Year

The following guidelines reflect **current** Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4, Subchapters D and G) and Dallas College policies and procedures. THECB rules and DALLAS COLLEGE policies and procedures are always subject to change with the new changes taking precedence.

While THECB defines four types of partnerships with high schools, these guidelines do not address partnerships where only high school credit is granted nor do they apply to Career Pathway Program articulated agreements. They do address course credit where instruction is provided to high school students for the immediate award of both high school and college certificate and associate degree credit. They also address remedial instruction provided to high school students for either remedial work to prepare students to pass the State of Texas Assessments of Academic Readiness (STAAR) test(s) or other state-designated instrument(s) to prepare students to pass the Texas Success Initiative Assessment (TSIA) test(s).

1. Texas public colleges and universities are eligible to enter into agreements with Texas public schools to create an Early College High School (ECHS). Any College/University that participates in the creation of an ECHS shall notify the Texas Higher Education Coordinating Board in accordance with provisions and schedules determined by the Commissioner. For any instructional partnerships between Texas public school(s) and a college of the DALLAS COLLEGE to create an Early College High School, an agreement must be approved by the governing boards or designated authorities of both the Texas public school district(s) and the DALLAS COLLEGE prior to the offering of courses. This agreement must address the following:

   A. Student eligibility requirement.
      (1) The student must be in enrolled in a Texas, high school.
      (2) A student enrolled in Early College High School may enroll in more than one dual credit course per semester, and may enroll in dual credit coursework with freshman, sophomore, junior, or senior high school standing.
      (3) The student must complete a pre-assessment activity (PAA) and practice test prior to taking the official Texas Success Initiative Assessment (TSIA) battery of tests.
      (4) The Early College High School and the College shall assess each student for readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
      (5) After the assessment, the Early College High School, using guidelines established by the College/University, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
      (6) A student must meet the college prerequisites designed the enrolled course.

(7) Student **demonstrates TSI exempt for college readiness and dual credit eligibility** by achieving the following minimum passing standards under the provisions of the Texas Success Initiative Assessment (TSIA) relating to College Ready and Adult Basic Education Standards on relevant section(s) of the TSIA OR other appropriate state-approved test scores (see below SAT, ACT, STAAR score requirements for TSIA). TSIA score requirements can be altered by the THECB with currently approved scores being used for eligibility and course placement purposes.

- TSI Assessment with a minimum of 351 on reading; 350 on math; and 340 and an essay score of at least a 4 on writing. An advanced placement score of at least 340, an Adult Basic Education (ABE) Diagnostic level of at least a 4, and an essay score of at least a 5 may also demonstrate writing college readiness.
- SAT – For S**AT Scores prior to March 5, 2016**, a combined critical reading and math score of 1070 with a minimum of 500 on critical reading test (student shall be exempt for both the reading and writing), and/or a minimum of 500 on the math test (student shall be exempt for math).
- SAT- For **SAT Scores administered on or after March 5, 2016**: a minimum score of 480 on the Evidenced-Based Reading and Writing (EBRW) test shall be exempt for both reading and writing sections of the TSI Assessment; a minimum score of 530 on the mathematics test shall be exempt for the mathematics section of the TSI Assessment. There is no combined score.
- Mixing or combining scores from the SAT administered prior to March 2016 and the SAT administered on or after March 5, 2016, is not allowable. The newly approved scores became effective on August 10, 2016.
- ACT – a student with a composite of 23 with a minimum of 19 on the English test shall be exempt for both the reading and writing sections and/or 19 on the math test (student shall be exempt for the math section)
- A Level 2 final recommended score of 4000 or higher on the Algebra II STAAR EOC
- A Level 2 final recommended score of 4000 or higher on the English II Combined Writing and Reading.
- A Level 2 final recommended score of 4000 or higher on the English III Combined Writing and Reading.

(8) The student is eligible to enroll in dual credit courses with the following scores. Such scores will not make the student TSI exempt and are subject to change.

- By achieving a composite score of 23 on the PLAN with a 19 or higher in English or an equivalent score on the ACT-Aspire as determined by ACT.
- By achieving a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or
- By achieving a composite score of 23 on the Plan with a 19 or higher in the mathematics or an equivalent score on the ACT-Aspire as determined by ACT.
- By achieving a Level, 2 final recommended score of 4000 or higher on the Algebra I STAAR EOC **and** passing grade with a C or better in the Algebra II course.

- PSAT/NMSQT placement scores **from test taken prior to October 15, 2015**: By achieving a combined score of 107 with a minimum of 50 on the reading test. By achieving a combined score of 107 with a minimum of 50 on the mathematics test.
- PSAT/NMSQT placement scores **from test taken on or after October 15, 2015:** By achieving a minimum score of 460 on the evidence-based reading and writing (EBRW) test. By achieving a minimum score of 510 on the mathematics test.
- Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.

(9) The student is eligible to enroll in workforce education dual credit courses contained in a Level-One Certificate program, or a program leading to a credential of less than a Level-One Certificate and shall not be required to provide demonstration of college readiness **or** dual credit enrollment eligibility. If the student takes dual credit course(s) that are outside of the allowances outlined above, then:
   (a) The student will not be eligible for a TSI level-one certificate waiver; and
   (b) The student will be required to take the TSIA unless the student presents qualifying ACT, SAT or STAAR scores to make the student exempt from TSI requirements.

(10) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program under the following conditions:
   a. Courses that require demonstration of TSI college readiness in reading and/or writing, the student achieves a Level 2 final recommended score of 4000 on the English II STAAR EOC
   b. Courses that require demonstration of TSI college readiness in mathematics, the student achieves a Level 2 final recommended score of 4000 on the Algebra I STAAR EOC and a passing grade in Algebra II course; or
   c. College-level math courses; the student achieves a Level 2 final recommended score of 4000 on the Algebra II STAAR EOC
   d. Courses that require demonstration of TSI college readiness in reading and/or writing, the student achieves a composite score or 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire
   e. Courses that require demonstration of TSI readiness in mathematics, the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire
   f. Courses that require demonstration of TSI college readiness, the student achieves the following PSAT/NMSQT placement scores from test taken prior to October 15, 2015: By achieving a combined score of 107 with a minimum of 50 on the reading test. By achieving a combined score of 107 with a minimum of 50 on the mathematics test.

(11) Courses that require demonstration of TSI college readiness, the student achieves the following PSAT/NMSQT placement scores **from test taken on or after October 15, 2015**:

By achieving a minimum score of 460 on the evidence-based reading and writing (EBRW) test. By achieving a minimum score of 510 on the mathematics test.

(12) Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.

(13) A student who is exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.

(14) Students who do not acquire the necessary test score(s) for eligibility purposes should discuss their options with the college Early College High School Coordinator. To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

(15) Score requirements can be altered by the THECB or DALLAS COLLEGE with the currently approved scores being used for eligibility and course placement purposes.

(16) The student must meet all admissions criteria of the college. In addition, students may be withdrawn from the pre-registration course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re-enrollment unless the student and the parent(s)/guardian(s) agree to abide by written conditions from the college designed to increase the potential for success.

(17) Eligibility for the ECHS program and academic standing are reviewed for continued participation in dual credit courses. ECHS students must maintain satisfactory academic performance at the high school; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each subsequent semester of enrollment. A student who earns a grade of D or F in a dual credit course may not be eligible for future dual credit courses or may have restrictions placed on their enrollment in the Dual Credit Program. Students who earn a grade of W, D and/or F in a dual credit course of may not be eligible for future financial aid or may have limited financial aid options beyond high school.

(18) College may provide the student written conditions designed to increase the potential for success.

(19) It is important for students to maintain a good academic standing as grades could impact a student's admission when transferring into four-year colleges/universities.

(20) Student must file a degree plan with the college.

(21) An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with THECB dual credit requirements.

(22)

(23) Students must discuss with their ECHS College Advisor and HS Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to the ECHS College Advisor and HS Counselor or College Registrar by the published deadline. Failure to submit the required withdrawal form could result in the student receiving a grade of F.

(a.) Section 51.907 of the Texas Education Code applies to students who enroll in a Texas public institution of higher education for the first time in fall 2007 or later.

Based on this law, when you graduate from high school and continue your college education, DALLAS COLLEGE or any other Texas public institution of higher education may not permit students to drop more than six college-level credit courses for unacceptable reasons during their entire undergraduate career without penalty. All college-level courses dropped after the official drop and add period for the course are included in the six-course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception.

(24) Early College High Students are currently exempt from the following state requirements until they graduate from high school. Once students graduate from high school and are no longer exempt, they should take care when selecting additional courses to be transferred toward a Baccalaureate degree. House Bill 1172 allows an institution to charge the equivalent of out of state tuition for credit hours taken beyond the state limits.

State limits are:

(a.) For students entering public, Texas institutions Fall 1999 – Summer 2006 who attempt 45 hours beyond what is required for Baccalaureate degree (120 hours).

(b.) For students entering Fall 2006 and thereafter who attempt 30 hours beyond the hours required for a Baccalaureate degree. It is recommended that students take minimal hours beyond degree requirements to avoid possible higher tuition charges at the institution to which they are transferring.

(25) Academic freedom is practiced at all DALLAS COLLEGE Colleges and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.

(26) DALLAS COLLEGE has established a system of policies, including the student code of conduct, with which to govern student behavior and provide guidelines for the educational environment of DALLAS COLLEGE and its programs. Early College High School Students are subject to the same DALLAS COLLEGE policies, procedures, rules, regulations, and guidelines as other Dallas College students. Students enrolled in an Early College High School agree to comply with the Student Code of Conduct and all other applicable DALLAS COLLEGE policies, procedures, rules, regulations, and guidelines, as well as those of their ISD high school. Violations of DALLAS COLLEGE policies, procedures, rules, regulations, or guidelines shall be addressed in accordance with established DALLAS COLLEGE grievance and complaint procedures, if applicable, and/or the student code of conduct.

(a.) For matters alleging sexual misconduct involving an ECHS student, the ISD and College shall work cooperatively to investigate and provide a prompt and equitable resolution. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex/gender-based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.

(b.) The ISD shall promptly report to College administration disciplinary problems involving ECHS students, including any complaints of sexual misconduct. College

may, at its sole discretion, refuse to admit students with a history of disciplinary problems.

(27) Students attending classes on a DALLAS COLLEGE campus must present proof of immunization for bacterial meningitis. Sec. 51.9192 of the Education Code and §21.613 of the TAC states that students must receive a bacterial meningitis vaccination or present the appropriate exemption. Meningococcal conjugate vaccine MenACWY) and meningococcal polysaccharide vaccine (MPSV4) are state approved for this requirement.

B. Faculty Qualifications

(1) The college must select instructors of dual credit courses. This faculty must be regularly employed faculty members of the college or must meet all criteria established for credit instruction in the DALLAS COLLEGE, including SACSCOC criteria. The approval procedures used by the college to select faculty must be the same as that used for faculty teaching at the college campus.

(2) It is encouraged that high school faculty teaching dual credit classes should also teach a class on the college campus as soon and as often as practical.

(3) Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development activities.

(4) The faculty supervision and evaluation will be the same as that for all instructors at the college. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.

C. Course Curriculum, Instruction, and Grading

(1) Courses offered for dual credit must be college-level academic courses or college-level workforce education courses.

(2) The college shall ensure that a 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.

(3) Instructors of dual credit courses should be given the opportunity to award high school only or dual credit depending upon student performance. Students in dual credit courses may withdraw from the college course by following college procedures and meeting all deadlines.

(4) Dual Credit students who retake a dual credit course or enroll in a concurrent (non-dual credit) course will pay tuition for such courses.

D. Location of ECHS Classes

(1) ECHS dual credit courses may be taught on the college campus or the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the college shall comply with applicable rules and procedures for offering courses at a distance in THECB Rules, Chapter 4, subchapters P and Q relating to Distance Education and Off-Campus instruction.

(2) ECHS students and staff at the college location will be supported by the college infrastructure with colleges being responsible for the cost of software, equipment, installation, and maintenance. ECHS students and staff at the high school campus will

be supported by the high school campus with ISD/high school being responsible for cost of software, equipment, installation, and maintenance.

(3) Colleges will serve as consultants to ensure delivery and compliance with college policy requirements for ISD IT staff regarding internet services and CIPA compliance.

(4) ECHS courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.

(5) Colleges must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements and processes as it relates to courses being taught off college location.

E. Composition of ECHS Dual Credit Classes

(1) ECHS Dual Credit courses must be taught on the college and/or the high school campus.

(2) Dual credit classes may be composed of dual credit students only or of dual and college credit students. Combined classes, which would include high school credit-only students, as well as dual credit students, are allowed as provided within THECB rules.

F. Student Services

(1) High school students in dual credit courses will be given access to the college library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.

(2) High school students in dual credit courses will be provided the academic support services, including academic advising and counseling, as those on the college campus.

(3) 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.

(4) If a student is enrolled simultaneously in college and high school in a dual credit program, the two schools may share information regarding the student, in accordance with 34 CFR 99.34(b).

(5) All other services provided to college students will also be provided to high school students enrolled in dual credit courses in accordance with applicable law and DALLAS COLLEGE policies.

G. Eligible Courses

(1) Courses to be offered must be college-level courses included in the current edition of the Lower Division Academic Course Guide Manual or the Workforce Education Course Guide Manual approved by THECB. Course name and number are subject to change.

(2) ECHS dual credit classes must demonstrate the same quality and rigor to classes on the college campus.

(3) Textbooks, textbook access codes, required course supplies/instructional tools and other materials to be utilized will be those normally used or approved by full-time faculty teaching the course at the college.

(4) The syllabus will contain all elements common to the syllabi for the same course as taught at the college.

(5) Regular academic policies applicable to courses taught at the college's main campus must also apply to ECHS dual credit courses. These policies include the appeal process

for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on the college campus.

(6) Colleges will not receive formula funding from the state for PHED 1164 dual credit course. Legislation does not restrict higher education institutions from enrolling dual credit students in PHED 1164, but state funding will not be provided to the college.

H. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses. Prior to the start of each academic year, college and Early College High School administration shall confirm that approved college courses are aligned to appropriate high school course and PEIMS code.

I. Evaluation and Accountability. The Early College High School and College shall be responsible for the development and implementation of an evaluation process to determine the effectiveness of the ECHS. Measures of effectiveness shall include, but are not limited to, student results on the K-12 accountability assessments (e.g., TAKS/STAAR or other state-designated instrument(s) and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point averages, retention rates, and graduation rates).

J. Funding

(1) State funding for high school and college will be available to the public school district and the college based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.

(2) The college may claim funding for all ECHS students receiving college credit.

K. Tuition and Cost- By written agreement with various high schools, the College District is authorized to offer dual credit enrollment classes to high school students as permitted by Chapter 130 of the Texas Education Code. The Chancellor or designee is authorized to enter into these agreements.

Tuition Scholarship:

(1) In Dallas County High Schools- A signed Dual Credit Agreement between the college and the school district, charter school, private school, or home school must be on file and indicate students enrolled in dual credit courses shall not pay tuition. One tuition scholarship per dual credit course per student is allowed. Tuition scholarship is not awarded to high school students enrolled in concurrent college courses where only college credit is awarded. Dual Credit Agreements will be made with school districts, charter schools, private schools, or home schools located within Dallas County. Tuition scholarship is not awarded for repeated courses. Student and/or high school are responsible for tuition and additional costs of any repeated course(s).

(2) Out of Dallas County In-State High Schools- A signed Dual Credit Agreement may be made with a school district, charter school, private school, or home school located outside of Dallas County and within the state of Texas. Students who are attending the out-of-county school and enrolled in dual credit courses will be charged tuition at the DALLAS COLLEGE in-county tuition rates. Parent is responsible for tuition in full, unless high school offers to sponsor/scholarship student tuition. Educational institutions file Form 1098-T for each student they enroll and for whom a reportable transaction is made for dual credit courses, including online dual credit courses and

repeated dual credit courses. To the extent dual credit courses are to be offered outside of Dallas County and within the State of Texas and involve additional costs for specialized equipment or supplies, the written dual credit agreement shall specify the additional course costs associated with same.

(3) Student may take no more dual credit courses than permitted by the TEA course graduation guidelines.

L. Salaries. Payment of salaries shall be determined by the College and High School.

M. Early College High School students will not pay tuition. A tuition scholarship will be awarded to Early College High School students for courses required for Early College High School completion. If a student is required to repeat a Dual Credit course, the ISD or ECHS shall reimburse the College for the cost of the course.

N. For the purposes of dual credit, the high school or the college may charge the other any expenses associated with the use of facilities.

O. College may charge ISD or high school cost of textbooks, textbook access codes, required course supplies and the cost of additional DALLAS COLLEGE personnel to assist in labs/classrooms.

P. ECHS students may initially take all three component areas of the college's Texas Success Initiative Assessment (TSIA), at no cost and re-test once within each of the three component areas at no cost. For additional testing, college or high school will pay for re-test costs.

2. The college may contract with school districts as outlined above to provide remedial courses for students enrolled in a public secondary school in preparation for graduation from high school. Such courses are not eligible for state formula funding. Such courses may not be offered for dual course credit. The college may not waive tuition for remedial courses unless approved by the DALLAS COLLEGE Board.
3. Sexual misconduct involving HS students and/or College faculty or students shall be addressed by both the HS and the College. The HS shall promptly report to College administration any complaints of sexual misconduct made by or against a student, employee or guest of the College to the extent such complaint relates to the dual credit agreement between the parties. All other misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning HS students while at the College/ High School are the sole responsibility of the HS. College shall report in writing such disciplinary problems to the HS Administration. College may, at its sole discretion, refuse to admit students with a history of disciplinary problems. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex/gender-based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.
4. As rules and regulations are subject to change, please refer to the DALLAS COLLEGE web catalog at http://www.1.Dallas College.edu/catalog/cattoc.cfm for updated general and academic information for your needs.

Revised June 14, 2018 ……DALLAS COLLEGE/Educational Policy Sept. 2016/LF

Attachment B Richland College and Garland-ISD – North Garland HS PTECH

THECB Approved CORE, Academic, Career Technical Education, and Foreign Language Courses for Dual Credit
2020-2021

(Some Course Rubrics and/or Numbers are subject to change throughout the year.)

High School Course and Number	PEIMS Course # (HS State Number)	Number of High School Course Credits	Location Taught (College, HS or College & HS)	Term: Fall (F) Spring (SP) Summer (S)	College Course Rubric and Number	Number of College Course Credits	Faculty (College or HS)	List College Course as: CORE, CTE, Foreign Language, or THECB Approved Academic Course
MAPS DC A2721S	N1130021	0.5	College & HS	F, SP, S	EDUC 1300	3	HS or College	Degree Requirement
PE Foundations DC 54217S	PES00052	0.5	College & HS	F, SP, S	PHED 1164	1	HS or College	Core
Music Appreciation DC 66269S	03155600	1.0	College & HS	F, SP, S	MUSI 1306	3	HS or College	Core
AP Lang & Comp 10505A	A3220100	0.5	College & HS	F	ENGL 1301	3	HS or College	Core
AP Lang & Comp 10505B	A3220100	0.5	College & HS	S	ENGL 1302	3	HS or College	Core
AP Lit & Comp 10506A	A3220200	0.5	College & HS	F	ENGL 2332	3	HS or College	Core
AP Lit & Comp 10506B	A3220200	0.5	College & HS	S	ENGL 2333	3	HS or College	Core
Communication Appl. 10311S	03241400	0.5	College & HS	F, SP, S	SPCH 1311	3	HS or College	Core
PreCalculus DC 21637A	03101100	0.5	College & HS	F	MATH 1314	3	HS or College	Core
PreCalculus DC 21637B	03101100	0.5	College & HS	SP	MATH 1316	3	HS or College	Core
ADQANR DC S 21503S	03102510	1.0	College & HS	F, SP, S	MATH 1332	3	HS or College	Core
Biology AP/DC 33125A	A3010200	0.5	College & HS	F	BIOL 1406	4	HS or College	Core
Biology AP/DC 33125B	A3010200	0.5	College & HS	SP	BIOL 1407	4	HS or College	Core

High School Course and Number	PEIMS Course # (HS State Number)	Number of High School Course Credits	Location Taught (College, HS or College & HS)	Term: Fall (F) Spring (SP) Summer (S)	College Course Rubric and Number	Number of College Course Credits	Faculty (College or HS)	List College Course as: CORE, CTE, Foreign Language, or THECB Approved Academic Course
Economics APDC Macroeconomics (APMACECO) 40306S	A3310200	0.5	College & HS	F, SP, S	ECON 2301	3	HS or College	Core
Psychology APDC Intro to Psychology (APPSYCH) 42323S	A3350100	0.5	College & HS	F, SP, S	PSYC 2301	3	HS or College	Core
Texas Government DC Special Topics – Social Studies 3 42221S	03380032	0.5	College & HS	F, SP, S	GOVT 2306	3	HS or College	Core
US Government APDC 42222S	A3330100	0.5	College & HS	F, SP, S	GOVT 2305	3	HS or College	Core
US History APDC 42107A	A3340100	0.5	College & HS	F	HIST 1301	3	HS or College	Core
US History APDC 42107B	A3340100	0.5	College & HS	SP	HIST 1302	3	HS or College	Core
Computer Science I 91823S	03580200	1.0	College & HS	F, SP, S	ITSC 1405	4	HS or College	CTE
Computer Maintenance	13016300	1.0	College & HS	F, SP, S	ITSC 1425	4	HS or College	CTE

Campus Dual Credit Contact
Becky Jones
972-238-6246
bjones@dcccd.edu

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 Garland 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 Garland 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 Garland ISD at the end of the semester(s) or academic year. The total compensation that College pays Garland ISD under this Agreement with College shall not exceed $10,000 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 $40,000.

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.

Garland ISD-North Garland P-Tech ECHS 2020-21.pdf

Final Audit Report 2020-11-12

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