

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**INTER LOCAL AGREEMENT BETWEEN  
THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL  
DISTRICT RELATING TO  
EARLY COLLEGE HIGH SCHOOL**

THIS INTER-LOCAL AGREEMENT (hereinafter referred to as "IA ") is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "DCCCD"), a Texas political subdivision of higher education, on behalf of Brookhaven College (hereinafter referred to as "College"), and Carrollton-Farmers Branch Independent School District, (hereinafter "CFBISD"), a Texas Political subdivision of secondary education, pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties have agreed to this IA regarding *the continuation of an Early College High School* beginning the fall (2018) academic year, serving grades 9-12, located on Brookhaven College campus;

WHEREAS, Services under this IA are targeted toward low-income students, students who are highly motivated and capable but may need additional assistance to realize their potential, students who are English language learners, students for whom a smooth transition into postsecondary education is now problematic, including low-income students, 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; and

WHEREAS, under this IA, Early College High Schools are small schools with enrollments of 400 or fewer students who will be allowed to earn both a high school diploma and an Associate's Degree, or alternatively, two years of college credit toward a Bachelor's degree; and

WHEREAS Early College High Schools will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, will improve academic performance and self-concept, and will increase high school and college/university completion rates;

NOW, THEREFORE, the parties to this IA mutually agree to the following Agreement and Attachments which are incorporated into this Agreement:

- 1. Guiding Principles:** The College and CFBISD alliance will function with the following principles:
  - A.** Establishment of a mutually beneficial partnership between College and CFBISD 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, Coordinating Board 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 on the College campus for grades 9-12.
  - F.** Shared use of 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 that reflects the diversity of the region served by the Early College High School.
  - H.** Follow Texas Higher Education Coordinating Board Rules relating to Dual Credit which are incorporated into this Agreement by reference as Attachment A, consistent with TEC 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.
  
- 2. Scope of Agreement and Limitations of Authority:** The Scope of the Agreement and the parties agree as follows:
  - A. Governance:**
    - (1) The Early College High School will:
      - a. Be governed by state and federal laws and regulations, as well as CFBISD and DCCCD rules, regulations, policies and procedures, including, without

limitation, policies in the DCCCD Board of Trustees Policies and Administrative Procedures Manual, as they apply to students and faculty while at College, all other applicable rules, regulations, guidelines, and operational memorandum of the College (hereinafter, "DCCCD Policies"). In the event of a conflict between the policies of CFBISD and the DCCCD, the DCCCD Policies shall control;

- b. Operate within the rules and guidelines established by the Texas Education Agency ("TEA") and CFBISD; and
- c. Operate within the normal operating hours of the College and/or CFBISD as mutually agreed upon by the parties.

(2) The Principal will:

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

(1) Staffing;

(2) Budget;

(3) Student assessment, curriculum and scheduling;

(4) Professional development;

(5) Access to school and student data for ECHS college students with permission of the College; and

(6) Parent and community involvement consistent with the mission and needs of the school.

- b. Report to CFBISD's Superintendent or his/her designee through the established CFBISD governance structure; and will collaborate with the Brookhaven College president or designee on matters related to the ECHS.
- c. Serve as the primary contact of and spokesperson for the Early College High School with the community and College partners.
- d. Serve as the manager of any grant by the Texas Education Agency.

(3) Early College Advisory Committee:

- a. Serves as an advisory committee to the Principal and the College President or Designee in developing a coherent program across institutions.
- b. Includes, but is not limited to, representatives of CFBISD, which are Early College High School Committee Site-Based Decision-Making Committee ("SBDM"), College, and representatives of the Educate Texas. The specific membership of the Early College Advisory Committee will be determined by the Superintendent of CFBISD, the President of College, the Principal of Early College, and they shall meet regularly as reasonably agreed upon by the advisory committee.

**B. 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 are incorporated into this Agreement by reference as Attachment B. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation and shall be 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 on the Dual Credit Course Articulation Agreement. Within the scope of this provision, but not later than ten (10) business days prior to the start of the semester, courses may be added or revised only within the following parameters without the necessity for Board approval:

- 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.

A student 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.

**C. Duties 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 high schools;
- (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 CFBISD
- (5) Pay salaries of College instructors who teach college courses at the high school;
- (6) Provide an area per CFBISD, state and federal requirements that students may eat the breakfast and lunch meals that CFBISD provides, as enumerated under paragraph 2.D. (5)., Infra, of this EA;

- (7) Collaborate with CFBISD employees serving as administrators on the College campus; and
- (8) Provide the same level of security to high school students that it provides to College students.

**D. Duties of CFBISD:** CFBISD shall have the following duties:

- (1) Apply to the Texas Education Agency 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 such courses to assure that course goals enable students to master the State of Texas Assessments of Academic Readiness (STAAR); and
- (3) Provide and pay the salary of appropriately credentialed high school instructors to teach courses at CFBISD; 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 Program under this Agreement.

**E. Faculty:** Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements as appropriate will be provided by College and CFBISD.

- (1) Faculty provided by College:
  - a. Shall meet the College's academic credentialing requirements for teaching College courses; and
  - b. Will teach dual credit courses which 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 courses at CFBISD.
- (2) Faculty provided by CFBISD:
  - a. May be designated, if appropriate and meet academic credentialing requirements of the College, as College Adjunct faculty, and
  - b. Will teach high school courses and STAAR EOC tested dual credit courses.

**F. Classroom and Office Facilities:**

- (1) High school credit and dual credit courses for 9<sup>th</sup> through 12<sup>th</sup> graders taught will be conducted at College.
- (2) College will negotiate with CFBISD 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 9<sup>th</sup> through 12<sup>th</sup> graders are taking classes at College. Such facility use fee shall be paid by CFBISD to College for classrooms and labs. This facility use fee will be detailed in a mutually-agreeable, written amendment entered into 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 earlier.
- (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 CFBISD 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 CFB ISD's property free and clear of any claim by DCCCD, provided that same may be removed, on termination of this Agreement, or earlier as may be necessary, without damaging the College's property, reasonable wear and tear excepted. Both parties to this Agreement shall have the right to remove the same at any time during the term of this Agreement. CFBISD 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 Agreement, CFBISD shall have sixty (60) days to remove all its personal property and equipment from the ECHS office. CFBISD shall return college property in good condition less reasonable wear and tear.

**G. Scholarship: In accordance with DCCCD Policies:** College will provide tuition scholarship to qualified High School students enrolled in dual credit courses based on the Dual Credit Course Articulation Agreement.

**H. Books and Supplemental Materials:**

- (1) 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 IA.
- (2) 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.
- (3) Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by CFBISD may be used for the time period consistent with local College practices, but not fewer than 2 years.

**I. Recruitment and Enrollment of Students:**

- (1) CFBISD staff will recruit eighth graders annually utilizing a recruitment plan with input from all stakeholders (examples CFBISD, 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.
- (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.

**J. Instructional Calendar:** College and CFBISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both parties.

**K. Student Code of Conduct:** Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the DCCCD Student Code of Conduct should be reported in writing to the high school administrator. Disciplinary action is then taken by the ISD and the HS Principal in coordination with the College Student Discipline officer. In addition, the College may refuse to admit students with disciplinary problems. Early College High School students, faculty and staff shall adhere to:

- (1) Policies of CFBISD;
- (2) DCCCD Policies.

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

3. **Title IX Compliance:** The College and CFBISD have the responsibility to comply with Title IX Compliance. Both the College and CFBISD have a duty and shall work in collaboration for any complaint involving a CFBISD student. Consistent with Title IX of the Education Amendments of 1972 and DCCCD Policies, 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 DCCCD sponsored program or event.
4. **Liability of Parties:** Without waiving any defenses including governmental immunity, each party to this IA 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 IA or any of its activities or from any act or omission of any employee or invitee of the parties of this IA. The provisions in this paragraph are solely for the benefit of the parties to this IA and are not intended to create or grant any rights, contractually or otherwise to any third party.
5. **Term:** All terms of this IA 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 IA as provided in section 6 of this IA, the initial term of this IA is in full force and effect for a period of one year. This IA begins on **August 27, 2018** and ends on **August 26, 2019**. At least one hundred twenty days before the expiration of the initial term and any subsequent renewal terms, College and CFBISD shall review this IA and may renew it for up to two consecutive one-year terms, upon:
  - A. The annual approval for the ECHS Program by TEA; and
  - B. Written approval of the College and CFBISD.

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

6. **Right of Termination:**
  - A. Either party may terminate this IA on 120 days' written notice to the other party.
  - B. Termination may occur immediately upon the breach of this IA by one of the parties. A breach of this IA includes, but is not limited to, a violation of DCCCD Policies or the policies of CFBISD, 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. Each party shall have thirty (30) days from written notice of an alleged breach to cure the breach.



- C. This Agreement may also be terminated immediately if CBHISD 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.
  - D. . Provided, further, that the Parties agree that performance by the College under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the DCCCD'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 CFBISD and either party may terminate this Agreement without further duty or obligation under this Agreement. CFBISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of College.
  - E. If this IA is terminated during an academic term, students enrolled in classes under this IA will be allowed to finish their coursework
7. **Assignment:** Neither party may assign their interest in this IA without the written permission of the other party.
8. **Limitations of Authority:**
- A. Neither party has authority for and on behalf of the other except as provided in this IA. No other authority, power, partnership, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the DCCCD and CFBISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or polices which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the DCCCD 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.
9. **Waiver:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

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

- A. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this Agreement;
- B. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
- C. Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

**11. Miscellaneous Provisions:**

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this IA shall comply with all Federal, State and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this IA, the new guidelines shall prevail and shall cause the parties to execute an amendment to the IA if necessary.
- D. Colleges and ISD are parties to a Data Sharing Agreement with each other and 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.

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

**Dallas County Community College District**

To: Joe D. May  
Chancellor  
Dallas County Community College District  
1601 South Lamar Street  
Dallas, TX 75215  
214-378-1601  
214-378-1810  
[jmay@dcccd.edu](mailto:jmay@dcccd.edu)

**Carrollton-Farmers Branch Independent School District**

To: Bobby C. Burns  
Superintendent  
Carrollton-Farmers Branch Independent School District  
1445 North Perry Road  
Carrollton, TX 75006  
972-968-6101  
[cfbinfo@cfbisd.edu](mailto:cfbinfo@cfbisd.edu)

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.

- 13. Nondiscrimination:** Parties to this Agreement shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- 14. Parol Evidence and Status of Agreement:** This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
- 15. Signatory Clause:** The individuals executing this Agreement on behalf of Brookhaven College and Carrollton-Farmers Branch ISD acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement and the Attachments A and B hereto. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in paragraph 5. Term of this Agreement.