

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT BETWEEN
THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
RELATING TO SOUTH GRAND PRAIRIE EARLY COLLEGE
HIGH SCHOOL**

THIS INTERLOCAL 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 Mountain View College (hereinafter referred to as "College"), and Grand Prairie Independent School District, (hereinafter "GPISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties to this IA desire to continue partnership of Early College High School by the fall 2016 academic year, serving grade 9 and continuing the planning for grades 10-12;

WHEREAS, Services under this IA are targeted towards 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, and students for whom the cost of college is prohibitive; 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:

1. Guiding Principles: The College and GPISD alliance will function with the following principles:

- a) Establishment of a mutually beneficial partnership between College and GPISD 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 South Grand Prairie Early College High School grounds for grades 9-10 and as feasible on the Mountain View College grounds for grades 11-12.
- f) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members 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.

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 GPISD and subject to GPISD's, state and federal policies; and
 - b. operate within the rules and guidelines established by the Texas Education Agency ("TEA") and GPISD; and
 - c. Operate within the normal operating hours of the college and/or GPISD as mutually agreed upon by the parties.
- (2). The Principal will:

**Memorandum of Understanding
Mountain View College
And
South Grand Prairie Early College High School
Date**

- a. Within the rules and guidelines established by TEA, GPISD, and DCCCD, will have the authority to implement:
 - [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. Will report to GPISD's Superintendent or his/her designee through the established Dallas ISD governance structure; and will collaborate with the Mountain View College president on matters related to the ECHS.
- c. Is the primary contact of and spokesman for the Early College High School with the community and College partners.
- d. Is the manager of any grant by the Texas Education Agency, the primary grantor for the Early College High School start-up funds.

(3). Early College Advisory Committee:

- a. Serves as an advisory committee to the Principal in developing a coherent program across institutions.
- b. Includes, but is not limited to, representatives of GPISD, which are South Grand Prairie Early College High School Committee Site-Based Decision Making Committee (“SBDM”), Mountain View College, and representatives of the Educate Texas. The specific membership of the Early College Advisory Committee will be determined by the Superintendent of GPISD, the President of College and a designee of Educate Texas as intermediary.

B. Awarding Credit for Courses:

The College will award credit for courses for which 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 Articulation Agreement. Within the scope of this Agreement provision but not later than the start of the semester, courses may be added or revised within the following parameters without 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 or course identifiers, or other minor editing error; 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.

C. Duties of College. College shall have the following duties:

- (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 Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the College, and GPISD;
- (5). Pay salaries of instructors who teach college courses; and
- (6). Provide an area per GPISD, state and federal requirements that Students may eat the breakfast and lunch meals that GPISD provides, as enumerated under paragraph I.D. (3)., infra, of this IA.
- (7). Collaborate with GPISD employees serving as administrators on the College campus.
- (8). Provide the same security to high school students that it provides to College students.

D. Duties of GPISD. GPISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit (excluding End-of-Course (EOC) tested courses) courses in design and implementation of these courses to assure that course goals enable students to master the State of Texas Assessments of Academic Readiness (STAAR).
- (2). Pay the salaries of instructors who teach in the high school; and
- (3). Provide breakfast and lunch to students who participate in Program under this MOU.

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 GPISD.

- (1). Faculty provided by College:
 - a. and teaching College courses must meet the College's academic credentialing requirements; and
 - b. will teach dual credit courses which are not a part of the state's End-of-Course testing program.
- (2). Faculty provided by GPISD:
 - a. may be designated, if appropriate and meet academic credentialing requirements, 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 9th and 10th graders taught will be conducted at South Grand Prairie Early High School, and college and dual credit courses taught by college faculty will be conducted at the College.
- (2). College will negotiate with GPISD logistical needs and office space for use by faculty and staff.

- (3). 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.
- (4). Students, faculty, and staff may attain a College identification card.
- (5). Classroom selection will be mutually approved by the parties. Maintenance, repair and setup of classroom spaces at Mountain View College will be paid by the College.
- (6). College and GPISD will negotiate a facility use fee for years three and four of the agreement when 11th and 12th graders are located at Mountain View College. In addition to physical space, the facility use fee will include telephone, copier, copying expenses/leases incurred on the College campus. (EFC used this language)

G. Tuition and Fees. College will waive tuition and fees for High School students enrolled in dual credit courses based on the 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 South Grand Prairie Early College High School.
- (3). Based on the mutually agreed upon curriculum aligned plan, College approved textbooks purchased by GPISD may be used for the time period consistent with local College practices, but not less than 3 years.

I. Recruitment and Enrollment of Students.

- (1). GPISD staff will recruit eighth graders annually.
- (2). College will assist with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.

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

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of GPISD;
- (2). Policies of the College;
- (3). Policies in the DCCCD Board of Trustees Policies and Administrative Procedures Manual; and

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

3. 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.

4. Term: The term of this Agreement includes the initial term plus all subsequent renewal terms. The term is 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 or revocation of this IA as provided in section 5 of this IA, the initial term of this IA is in full force and effect for a period of two years. This IA begins on **July 01, 2016** and ends on **June 30, 2018**. At least one hundred twenty days before the expiration of the initial term and any subsequent renewal terms, College and GPISD shall review this IA and may renew it for two consecutive one-year terms, upon written approval of the College and Dallas ISD.

5. Right of Revocation: Either party may terminate this IA on 120 days' written notice to the other party. 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 the policies and rules of the College or Dallas ISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. This Agreement may also be terminated immediately if GPISD has not received authority for ECHS renewal from the Texas Education Authority (“TEA”), in compliance with section 102.1091 of the Texas Administrative Code. If this IA is terminated during an academic term, students enrolled in classes under this IA will be allowed to finish their coursework.

6. **Assignment:** Neither party may assign their interest in this IA without the written permission of the other party.

7. **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 GPISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the 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.

8. **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.

9. **Applicable Law:** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

10. **Venue:** Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

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.

12. Notice: 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: Dr. Robert Gaza
President
Mountain View College
4849 West Illinois Ave.
Dallas, Texas 75211
214-860-8701
RobertGarza@dcccd.edu

South Grand Prairie Early College High School

To: Dr. Joanna Slaton
Chancellor
South Grand Prairie Early College High School
305 W. Warrior Trail
Grand Prairie, Texas 75052
972-343-7640
Joanna.Slaton@gpisd.org

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

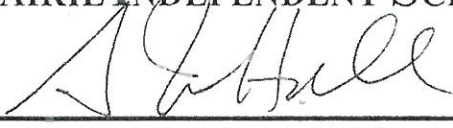
13. Nondiscrimination: Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, sexual orientation, gender identity, or gender expression.

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.

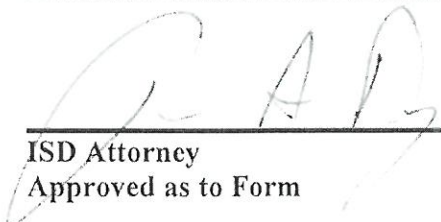
15. Signatory Clause: The individuals executing this Agreement on behalf of the District and GPISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read, understood, and shall comply with the terms 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 4. Term of this Agreement.

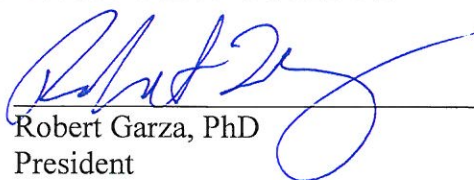
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

By:  11/28/16
Dr. Susan Hull, Grand Prairie ISD Superintendent Date

Attest: _____ Date

By:  11/28/16
ISD Attorney Date
Approved as to Form

MOUNTAIN VIEW COLLEGE

By:  12/16/16
Robert Garza, PhD Date
President