

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
DESOTO HIGH SCHOOL
CONCERNING DUAL CREDIT**

This Agreement, (hereinafter referred to as “ Agreement”) 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 Cedar Valley College of the Dallas County Community College District (hereinafter referred to as “College”) and Desoto Independent School District (hereinafter “ Desoto ISD”), a Texas political subdivision of secondary education, on behalf of Desoto High School (hereinafter referred to as “High School”), hence forth individually referred to as the “Party”, collectively the “Parties”, for the College to conduct lower division courses (hereinafter “Courses” or “Dual Credit Courses”) enumerated in this Agreement to eligible High School students (hereinafter “Student” or “Dual Credit Student”) upon the following terms and conditions:

1. Attachments to this Agreement: The Agreement contains the following attachments that are incorporated herein by this reference:

- A. Attachment A: Dallas County Community Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2020-21);
- B. Attachment B: Course List(s); and B1-Additional Courses, if needed post signing; and
- C. Attachment C: Payment of Services

2. Term: Subject to prior termination of this Agreement as provided in Section 10, the initial term of this Agreement shall be in full force and effect for a period of twelve (12) months. This Agreement begins on August 7, 2020 and ends on August 5, 2021 (the “Initial Term”). Sixty-days before the end of the Initial Term, Desoto High School may

renew this Agreement for up to three, one year terms upon written approval of the College. The Parties may review this program before the expiration of the Initial Term or any subsequent Renewal Term (hereinafter the “Renewal Term”) thereafter.

3. Statewide Goals for Dual Credit: Pursuant to Texas House Bill 1638 (85TH Legislature, 2017) the College and Desoto ISD set forth the following goals for dual credit to align with statewide goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (hereinafter the “THECB”) and the Texas Education Agency (hereinafter the “TEA”).

Goal 1 - Collaborative Outreach Efforts and Benefits

- A. College and High School dual credit and advising staff provide dual credit information sessions at middle schools, high schools, colleges and at community events.
- B. College Outreach Teams are present throughout the metroplex and provide students and families with information about DCCCD colleges and educational opportunities. The College Outreach Teams also help students make connections with college intake staff.
- C. College and High School provide online dual credit information for the public. Information includes dual credit college contact information, dates and deadlines, dual credit state and local requirements, how to enroll in the dual credit program, endorsement connections for guided pathways, and dual credit comments from students and parents.
- D. College Outreach, Marketing Offices, and Dual Credit Departments provide dual credit cost savings information to the public. Information includes the benefit of no tuition cost for dual credit courses to dual credit students attending high schools within Dallas County. And, for dual credit students attending high schools outside of Dallas county, such students will benefit by paying a reduced tuition rate of in-county tuition for their dual credit courses. To receive the no or reduced cost tuition, the dual credit students must be attending a high school for which the colleges of the Dallas County Community Colleges have an officially signed dual credit agreement.

Goal 2 - Student Transition to and Acceleration Through Postsecondary Education

- A. Students attend college orientation sessions which include information about college degree and certificate options, student support services, and extra-curricular activities.
- B. College tours are provided to students.
- C. College and High School Career 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. College provides an online resource tool to help students find a career and related guided pathways. The pathways will help students identify and select approved dual credit courses that are listed within this Agreement, Attachment B and B-1.
 - E. 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 made available within the college's online catalog.
 - 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. Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificate, industry certification, and/or degree plan.
 - H. College and 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 of the DCCCD 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.

Goal 3 - Academic and College Readiness Advising and Support Services

- A. Students are provided academic and college readiness advising with access to student support services
- B. College provides students with career information, degree and certificate options, and academic advising.
- 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.

Goal 4 - Course Quality and Rigor to Ensure Student Success in Subsequent Courses

- A. As required by the THECB, the quality and rigor of Dual Credit courses taught at the colleges shall be the same at the high school, being sufficient to ensure student success in subsequent courses.
- B. College develops and provides directed pathways. Directed pathways will build upon student learning outcomes required for rigorous subsequent

- college level courses.
- C. Course/program rigor should be comparable to that of other offerings and clearly at the collegiate level as required by Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
 - D. Content of courses will be college-level and students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines.

4. Scope of Agreement and Limitations of Authority: The Parties agree to the scope of this Agreement as follows:

- A. Purpose:** The purpose of this Agreement is to provide a system under which an eligible high school student enrolls in state approved college course(s) and receives course credit for the course(s) from both the college and high school. Dual enrollment structures 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 and High School will approve Students who are qualified to enroll in courses enumerated in this Agreement. Courses enumerated under this Agreement (see Attachment B) will be offered at both High School and College. Faculty from College and High School will conduct these courses.
- B. Governance:** The DCCCD Dual Credit program shall be governed by state and federal laws and regulations, as well as Desoto ISD policies (hereinafter “Desoto ISD 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 Desoto ISD Policies and the DCCCD Policies, the DCCCD Policies shall control.
- C. Description of Services:** College shall establish and conduct courses listed on Attachment B exclusively for qualified High School students.
- D. Awarding of Credit:** The College will award college credit for lower division courses which are allowed by the Texas Higher Education Coordinating Board. Such courses appear on Attachment B. The College warrants and represents that the courses offered under this Agreement have been evaluated and approved through the official College curriculum approval

process in accordance with Texas Higher Education Coordinating Board requirements and Texas Education Agency requirements for high school graduation and that they are at a more advanced level than courses taught at the high school level.

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

F. Conditions of Service:

(1). The Dallas County Community College District 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 Agreement are limited exclusively to Dual Credit for a tuition scholarship for approved Dual Credit courses (Attachment B). For Dual Credit scholarship see 4(K)(1) of this Agreement.

(2). All students wishing to participate in the Dual Credit 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 (hereinafter the "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 a Dual Credit course offered under this Agreement, Students must satisfy Texas Success Initiative requirements, or

qualify for a TSI exemption, exception or waiver to enroll in a College level course. Students may take the College TSI Assessment test at the College's Testing Center. 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 Dual Credit course offered under this Agreement must be taught using a College Common Learning syllabus as an outline. Course Objectives/Competencies/Learning Outcomes listed in the Common Learning Syllabus must be included in the syllabus and the syllabus must be distributed to the students. In addition, the syllabus must specify evaluation methods the instructor will use to assign college grades. Copies of all major examinations will be submitted at the end of the semester to the appropriate division dean at the College.
- (6). Approved 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). Colleges 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). The composition of a dual credit class may be comprised of Dual Credit Students only or of Dual Credit Students and college credit students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and 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 involved 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 and High School shall collaborate to ensure the rigor, academic requirements and standards applicable to the Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those Dual Credit courses taught by employees of the High School, it shall be the obligation of 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 DCCCD. In the event College shall determine that a Dual Credit Course(s) taught by a High School employee(s) fails in any respect to meet any required standard, College will provide High School notice of such failure and High School shall promptly undertake to remedy such deficiency. In the event High School shall fail to undertake to promptly remedy such deficiency, College may take any and all appropriate actions up to and including termination of this

Agreement.

- (11). A College supervisor will review the major examinations in each Dual Credit course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (12). College and High School will agree on the number of students per class.
- (13). High School shall adhere to the DCCCD Guidelines for Dual Credit Courses and Remedial Courses as set forth on Attachment A. If the THECB and DCCCD adopt new Guidelines during the term of this Agreement, these new Guidelines shall take precedence over the previous DCCCD Guidelines. College will promptly provide High School with a copy of any new or revised Guidelines.
- (14). If a student is enrolled simultaneously in college and high school pursuant to this Agreement, the two schools may share information regarding the student in accordance with the Family Education Rights and Privacy Act (hereinafter "FERPA"), 34 CFR § 99.34(b).
- (15). Students may be allowed to attend approved Dual Credit course(s) at another DCCCD college listed within this Agreement when a specific course(s) is not available at the DCCCD college within the students' service-area. To do so, the student shall review the course request with both Colleges to determine course availability at a sister campus. 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 DCCCD college(s). When attending other colleges and universities, students will need to research and know which courses will transfer.
- (16). Enrollment of student in an online Dual Credit course provided under this Agreement will be reviewed on a case by case basis with the parent/guardian and student. The review will serve to explain the requirements and expectations of online Dual Credit courses. The ultimate enrollment decision rests with the College after consultation with the appropriate High School counselor.

- (17). Students may take approved Dual Credit courses. Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved Dual Credit courses will be made available at the College and/or High School. College may also offer Dual Credit courses at the College during the evening, week-end and summer to Dual Credit Students. The High School may accept Dual Credit courses for dual credit upon student presenting official College transcript to 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 Agreement, but not later than the start of the semester, the course list included in Attachment B may be revised, without prior Board approval, only under the following circumstances:
- (a). Through an oversight, the Parties inadvertently omitted classes from the course matrix that they previously agreed to include; and/or
 - (b). A typographical, transcription on course identifiers, or other minor editing error; and/or
 - (c). If the State changes course offerings, then the appropriate change may be made.

The College shall be solely responsible for properly documenting all required course information on Attachment B. Additional or revised courses shall be documented on Attachment B-1. All courses listed within Attachments B and B-1 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 DCCCD 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 DCCCD 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 Agreement 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 DCCCD's Board of Trustees (the "Board").
- (22). High School and College understand and acknowledge that the DCCCD, as a post-secondary institution of higher education under Texas law is subject to those provisions of Texas law (Tex. Gov't Code 441.2031(b), et. al.) which permit the concealed carry of handguns by license holders in those areas of DCCCD property where such concealed carry of handguns is not prohibited. As such, Students may at times be in areas of DCCCD property where the concealed carry of handguns is permissible. High School agrees 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 DCCCD may be in areas in which the concealed carry of handguns by license holders is permissible and the realities associated therewith.

G. Responsibilities of High School: High School shall:

- (1). Provide the College with:
 - (a). all student admission documentation, including an annual updated High School transcript, and
 - (b). official faculty transcripts.
- (2). Provide a contact person who will fulfill the duties of a Dual Credit Coordinator including:
 - (a). Assisting students with obtaining ("TSI") exemption records;
 - (b). Assisting students in completing all required admissions documents;
 - (c). Assisting with student orientation;
 - (d). Delivering to the College in a timely manner all required

- paperwork including faculty transcripts, requests for exceptions, test scores and enrollment documents;
 - (e). Serving as liaison with students, parents, High School personnel and College personnel, and
 - (f). Facilitating the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
- (3). Adhere to
- (a). Policies of School;
 - (b). DCCCD Policies as defined in Section 4(B)

H. Responsibilities of College: College shall:

- (1). Monitor the instruction of all Dual Credit Courses to assure the quality, uniformity, implementation, sequencing, and pacing of instruction in accordance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the DCCCD. College will designate staff personnel to monitor and assure adherence to these standards.
- (2). Provide mandatory orientations and staff development for High School instructors involved with this dual credit partnership.
- (3). College will provide academic supports and guidance to include: academic advisement and career services to help students align degree/certificate with future career, work plans or transfer plans to universities.
- (4). Conduct an annual evaluation for faculty of both College and High School that is the same as that for all adjunct College instructors.
- (5). College will inform High School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

I. Instruction of Courses: Dual Credit courses will be taught by College faculty or qualified High School instructors who meet the same criteria for teaching college courses as College faculty. College will select the instructors of Dual Credit courses. College and 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.

- J. Classroom Facilities:** College and High School shall provide appropriate classroom facilities for Dual Credit courses taught on College and High School Properties.
- K. Scholarship, Tuition, Textbooks, School Supplies/Materials:**
- (1). 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. The property address of the school district administration is used to determine tuition rate. 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. Student or High School is responsible for payment of repeated dual credit college course(s). Student or High School will pay the in-county discounted tuition rate of \$59 per credit hour for repeated dual credit courses. The in-county discounted tuition rate is solely for dual credit courses listed within this Agreement, Attachment B or B-1. If student repeats the same course for the third or subsequent attempts of credit and Continuing Education/Workforce Training courses, Student or High School will then pay a higher tuition rate with few exceptions such as the restriction on course repeatability. Students should take care in dropping a credit course.
 - (2). Student or High School will be responsible for the costs of books, materials (which include Follett Higher Education learning materials), access codes, required course supplies, equipment and liability insurance if applicable. College approved textbooks purchased by ISD may be used for the time period consistent with local College practices, but not fewer than 2 years.
 - (3). 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 for each student enrolled in that course to fulfill that

requirement.

- (4). 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, replacement software may be purchased if made available by the vendor. The term “other instructional tools” does not include textbooks that require an access code.
- (5). 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 Follet. 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-three years of continuous use, or after the expiration of a textbook’s useful service, as reasonably determined by the college.

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

The following chart represents a breakdown of monies that the college(s) are authorized to spend for educational services under this Agreement. Monies that DCCCD pays for Dual Credit instructional services shall not exceed the following dollar amounts.

AUTHORIZED EXPENDITURES NOT TO EXCEED:

Location	Description	Amount
CVC	During Initial Term Beginning: 2020-2021	\$4,000
CVC	During Remaining Renewal Terms Ending: 2023-2024	\$12,000
CVC	Aggregate: \$ (College Grand Total listed here)	\$16,000
	Four-year Grand Total \$ Amount	\$16,000

M. Limitations of Authority:

- (1). Neither Party has authority to act for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- (2). 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 each Party's respective legal counsel.
- (3). Neither Party may incur any debt, obligation expense, or liability of any kind against the other without the other's expressed written approval.
- (4). Neither Party shall have control over the other Party's employees, agents or representatives with respect to hours, times, or terms of employment.
- (5). Under no circumstances shall either Party be deemed an employee of the other.

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

6. Responsibility: To the extent permitted under Texas law and without waiving any immunities or defenses, including governmental immunity, each Party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with 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 Agreement or any of its activities or from any act or omission of any employee or invitee of the Parties involved. The provisions in this section are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third Party.

7. Compliance: Each Party represents and warrants to the other that it will comply with all applicable state and federal laws, rules or regulations ("Applicable Laws") that relate to their respective obligations under the Agreement. Applicable laws include, but are not limited to,

- A. **Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.** College and High School acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. Neither College nor High School may disclose information contained in Student records received from the other Party to a third Party without prior written consent from the Student or the Student's parent/legal guardian. College and High school must destroy any Student information received from the other Party under this Agreement when such Student information and records are no longer needed for the purposes contemplated under this Agreement. Should the Parties enter into any type of Data Sharing Agreement for purposes of facilitating the Dual Credit program, then any return or destruction of Student records shall be done in accordance with such Data Sharing Agreement.
- B. **Title IX of the Education Amendments of 1972 20 U.S.C. §§1681-1688 ("Title IX").** The College and High School agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation on the basis of any protected category involving High School Student and High School employees. A Party shall promptly notify the other upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement. The College Title IX Coordinator shall address any complaint of unlawful discrimination or retaliation on the basis of any protected category and/or any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a DCCCD sponsored program or event, including the Dual Credit program. All faculty teaching Dual Credit courses must participate in Title IX Compliance training, available through the College eConnect menu for employees. Nothing herein shall limit or interfere with Desoto High School's own investigation of complaints related to its employees and students.
- C. **Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq/ ("ADA") and Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. § 701 et seq. ("Section 504"):** College and High School shall collaborate to provide disability services to students with disabilities in accordance with ADA and Section 504 requirements. A Party shall promptly notify the other upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement.

8. Governing Law/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. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts of Dallas County, Texas in any action arising out of or relating to this Agreement. The Parties waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient and agree not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

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

- A. Mutual written consent of the Parties;
- B. Written notice by College or High School to the other Party at least ninety-days prior to the date of termination. Termination under this sub-section will occur on the day after the end of the semester in which the ninety-day period expires; or
- C. Material breach of this Agreement. A material breach of this Agreement includes, but is not limited to, a violation of DCCCD Policies, a misrepresentation or false statement by one of the Parties, or non-performance of a Party's duties.

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

If a Party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.

11. Miscellaneous Provisions:

- A. The Parties warrant and represent 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.
- B. Transportation to and from College is responsibility of High School and/or Student.
- C. 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.
- D. College and High School will collaborate to provide Health Center services to students.
- E. A Data Sharing Agreement may be made with College and High School. The Agreement would allow Parties to 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 and Applicable Laws.
- F. Technology requests specific to Dual Credit environments on DCCCD properties are to be coordinated through the Desoto ISD central technology departments, then the ISD Technology CIO forwards approved request to DCCCD District Chief Innovation Officer. DCCCD CIO will then work with district and college IT and Facilities staff to determine scope and cost of the request, and provide that information to College President for funding and approval.

12. Notices: All notices and communications under this Agreement shall be mailed or delivered to the respective Parties by depositing same in the United States mail at the address shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses:

Dallas County Community College District

Dr. Joe Seabrooks, President
Cedar Valley College
Lancaster, TX 75134
jseabrooks@dcccd.edu

Desoto Independent School District

Dr. D'Andre Weaver, Superintendent
Desoto Independent School District
200 East Beltline Rd
Desoto, TX 75115
dandre.weaver@desotoisd.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, 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 the Dallas County Community Colleges and the Desoto 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, B, and C 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 Section 2. of this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

Dr. Joseph Seabrooks
President, Cedar Valley College

Date

DESOTO INDEPENDENT SCHOOL DISTRICT

Dr. D'Andre Weaver, Superintendent
Superintendent, Desoto ISD

Date