STATE OF TEXAS §
§
COUNTY OF DALLAS §

AGREEMENT BETWEEN

DALLAS COLLEGE

AND

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

This Agreement ("Agreement") is made and entered into by and between Dallas College ("Dallas College" or "College"), a Texas political subdivision of higher education, and Cedar Hill Independent School District ("High School"), a Texas in-district. The High School and College may hereafter be individually referred to as "Party" and collectively as "Parties." The Parties enter into this Agreement pursuant to the following terms and conditions:

PURPOSE

The purpose of this Agreement is to provide High School students with the opportunity to earn both college and high school credit while enrolled in high school (each a "Student" and collectively, the "Students"). Students who meet the program requirements for the College's Dual Credit Program will be permitted to enroll in the Dual Credit Courses referenced in this Agreement. Course credit will be awarded through the High School for high school academic requirements and the College for semester credit hours leading to a postsecondary degree or certificate (individually, a "Course" or "Dual Credit Course" and collectively, the "Courses" or "Dual Credit Courses").

1. **Term.** This Agreement shall be in effect for a period of one (1) year beginning as of August 1, 2025 and ending on July 31, 2026 (the "Term"). At any point prior to the expiration of the Term, the Parties may renew this Agreement for two subsequent one-year terms by written agreement ("Renewal Term").

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

   A. Attachment A: Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools (2025-26);
   B. Attachment B: Course List(s); and B1-Additional Courses, if needed post signing;
   C. Attachment C: Payment of Services;
   D. Attachment D: Technology Support Addendum;
   E. Attachment E: Dallas College Dual Credit Tuition and Fee Guidelines;

F. Attachment F: Dallas College Guidelines for Dual Credit Learning Materials; and
G. Attachment G: Dallas College Credentialed Instructor Guidelines.

3. **Statewide Goals for Dual Credit:** Pursuant to Texas House Bill 3650 (86th Legislative Session, 2019) ("HB 3650"), the College and the High School set forth the following goals for their dual credit offerings to align with statewide goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board ("THECB") and the Texas Education Agency ("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 Dallas College 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 public high schools within Texas as well as home schools and private high schools within Dallas County. Dual credit students attending private high schools and homeschools outside of Dallas County shall pay the out of county tuition rate To receive the aforementioned tuition rates, Students must be enrolled at a high school or in a school district that has executed a dual credit agreement with Dallas College.

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.
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 Dallas College 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 Dallas College 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 course will be college-level and Dual Credit Students will demonstrate eligibility to enroll in the Dual Credit Courses as outlined within Attachment A, Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools.

E. The Dual Credit Courses must demonstrate the same quality and rigor as College courses.

F. 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.

G. Dual Credit students must maintain satisfactory academic performance in the dual credit 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 academic year of enrollment in the dual credit program.

H. Academic policies applicable to courses taught at the College shall also apply to Dual Credit Courses.

4. **Scope of Agreement:** The Parties agree as follows:

A. **Governance:** The Dallas College Dual Credit program shall be governed by federal, state and local laws and regulations, as well as the High School Policies and Dallas College rules, regulations, policies, and procedures, including, without limitation, policies and

regulations set forth in the Dallas College Board of Trustees Policies and Administrative Procedures Manual, and all other applicable guidelines and operational memoranda of the College ("Dallas College Policies"). In the event of a conflict between the High School Policies and Dallas College Policies, Dallas College Policies shall control.

B. **Location of Class:** The College may offer Dual Credit Courses at its Brookhaven, Cedar Valley, El Centro, Eastfield, Mountainview, North Lake, or Richland campuses; online; or at an approved High School campus or another location approved by the parties. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the College, and any course that has been approved as dual credit through this Agreement shall be considered a dual credit course even if held on a High School campus. Dual Credit Courses taught electronically must adhere to the Texas Higher Education Principles of Practice for Courses Offered Electronically and the College standards for distance learning courses.

C. **Awarding of Credit and Continued Enrollment:** The College will award college credit for lower division courses which are allowed by the THECB. 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 THECB requirements and the TEA requirements for high school graduation, and that the Dual Credit Courses 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. The College shall be solely responsible for properly documenting all information on the course matrix.

Dual Credit 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.

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

E. **Description of Service: Per** Texas Senate Bill 1091(85th legislative Session, 2017) a Dual Credit Courses must be in the core curriculum; a career and technical education courses toward a Dallas College career and technology Certificate or Associate of Applied Science degree; a foreign language course, or a course that satisfies specific degree plan requirements leading to the completion of a Dallas College Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.

(1). The Dallas College Dual Credit program is subject to 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.

(2). Content of courses will be college-level and prior to enrollment students will

demonstrate eligibility to enroll in Dual Credit Courses as set forth in Attachment A, Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools.

(3). The College shall provide the courses listed in Attachment B for dual credit Students. All students wishing to take Dual Credit through the Dual Credit program must:

(a). Complete the College application for admission to the College;
(b). Clearly establish their residency classification;
(c). Complete the electronic dual credit packet, which includes 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 Dallas College campus;
(f). Complete all other documentation required by the College;
(g). Satisfy all college readiness standards which may include completion of Texas Success Initiative ("TSI") assessment,, or otherwise qualify for a TSI exemption, exception, or waiver. Students may take the College TSI Assessment test at the College's Testing Center; and
(h). Demonstrate eligibility to enroll in Dual Credit Courses as outlined within Attachment A, Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools
(i). File an official degree plan with the College once they have completed 15 hours of course credit and complete courses in alignment with the filed degree plan.

(4). 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 may be submitted at the end of the semester to the appropriate division dean at the College.

(5). Approved Dual Credit Courses shall align with program pathways that lead to Certificates and/or Associate Degrees. 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 to take certain college courses. Dual Credit Courses provide Students college level instruction along with college level expectations within the classroom.

(7). Students are 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 registered 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.

(8). In accordance with THECB regulations, the composition of a College dual credit class may be comprised of Dual Credit Students only or Dual Credit Students and non-Dual Credit College students. Exceptions for a mixed class that combines non-Dual Credit Students and Dual Credit 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.

(9). 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 SACSCOC, and Dallas College. In the event the College determines that a Dual Credit Course(s) taught by a High School employee(s) fails in any respect to meet any required standard, the College will provide High School with notice of such failure and the High School shall promptly undertake to remedy such deficiency. In the event the High School fails to promptly remedy such deficiency, College may take all appropriate actions, up to and including, termination of this Agreement.

(10). A College supervisor will review the major examinations in each Dual Credit Course to document and ensure that skills and concepts contained in the course syllabi are being taught and tested.

(11). If the class is taught by a Dallas College instructor, then the class must adhere to the agreed upon capacity maximums and minimums set forth by the Vice Provost and the Centralized Academic Scheduling team regardless of location of the class,

including but not limited to whether the class is taught at the College or the High School. Should the class be taught by the high school credentialed instructor, then the Dallas College Vice Provost or designee will discuss appropriate enrollment parameters for the class with the High School and the Parties will agree upon same in writing.

(12). High School shall adhere to the Dallas College Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools as set forth on Attachment A. If the THECB and Dallas College adopt new Guidelines during the term of this Agreement, these new Guidelines shall take precedence over the previous Dallas College Guidelines. College will promptly provide High School with a copy of any new or revised Guidelines.

(13). Students are allowed to attend approved Dual Credit Course(s) at any Dallas College location when a specific course(s) is not available at the high school's Dallas College campus partner. It is the responsibility of the student to determine and verify that a dual credit course they are taking or have taken will transfer to another college or university. Courses not listed in Attachment B do not qualify for dual credit and will be considered as concurrent enrollment. Students who have completed TEA course graduation requirements are not eligible for dual credit.

(14). Enrollment of students in online Dual Credit Courses provided under this Agreement is allowable but may be reviewed on a case-by-case basis by College staff member. The Student may also consult with the appropriate High School counselor. The ultimate decision to permit a Student's enrollment in an online Dual Credit Course rests with the College.

(15). Within the term of this Agreement,, the course list included in Attachment B may be revised, without prior written approval of the Dallas College Board of Trustees (the "Board"), 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.

(16). The College shall be solely responsible for properly documenting all required course information on Attachment B. All courses listed within Attachment B are approved for dual credit by the THECB.

(17). Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the Dallas 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, in its sole discretion, refuse to admit a student with a record of disciplinary problems into the College's Dual Credit program.

(18). High School and College understand and acknowledge that Dallas College, 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 Dallas College property where such concealed carry of handguns is not prohibited. As such, Students may at times be in areas of Dallas College 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 Dallas College may be in areas in which the concealed carry of handguns by license holders is permissible and the realities associated therewith.

F. **Joint Planning:** The College and High School will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timelines. The College and High School will utilize Attachment B to collaborate on strategic course offerings for students participating in the dual credit program toward completion of a college credential.

G. **Responsibilities of the High School:** The High School shall have the following duties:

(1) Provide the College with:

(a). all student admission documentation, including an annual updated High School transcript, and

(2) Provide a contact person who will fulfill the duties of a Dual Credit Coordinator including:

(a). Assisting students with obtaining ("TSI") exemption or waiver 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 and student information including test scores, TEA Texas Student Data System (TSDS) Unique ID (if applicable), and enrollment documents that complies with the Educational Partnership deadlines for summer, fall, and spring shared with partners.
(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) To the extent possible, ensure that its students adhere to:

(a). Policies of the High School; and
(b). Dallas College Policies

H. **Responsibilities of College:** The 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, SACSCOC, and Dallas College. College will designate personnel to monitor and assure adherence to these standards and expectations that are assessed uniformly in all venues where college courses are offered.

(2) Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught, and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other College student.

(3) The College shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the College and High School agree upon the High School's providing an instructor for a specific course meeting both the College and the SACSCOC accreditation requirements.

(4) Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the dual credit program.

(5) Ensure that course guidelines are followed.

(6) Provide orientations and staff development for High School instructors involved **with** this dual credit partnership.

(7) College will provide academic support 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.

(8) Conduct evaluations for High School instructors credentialed to teach College classes in alignment with the adjunct faculty evaluation guidelines.

(9) College will inform High School of changes to a course name and/or course number as required by the THECB as soon as practicable.

(10) Pay salaries of College instructors who teach dual credit courses at the High

School.

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. **Faculty:** College and High School, as appropriate, shall provide instructional faculty who meet TEA and SACSCOC requirements.

(1) College will approve instructors of Dual Credit Courses. Instructors approved by the College:

(a). Shall meet the College's academic credentialing requirements for teaching College courses;
(b). Provide official transcripts, certifications, and other documentation for credentialing when applicable; and
(c). Adhere to the Dallas College Credentialed Instructor Guidelines outlined in Attachment F of this agreement.

(2) Faculty provided by the College, to the extent possible, shall teach Dual Credit Courses that are not a part of the state's End-of-Course testing program.

(3) Faculty provided by the High School shall teach high school courses and, when feasible, Dual Credit Courses.

(4) College and the 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.

(5) Develop ongoing opportunities for joint training among credentialed dual credit and College Faculty throughout the academic year.

(6) Credentialed Instructors shall adhere to the Dallas College Credentialed Instructor Guidelines for Dual Credit Courses Offered in Partnership with Texas Schools as set forth on Attachment F. If Dallas College adopts new Guidelines during the term of this Agreement, these new Guidelines shall take precedence over the previous Dallas College Guidelines. College will promptly provide High School with a copy of any new or revised Guidelines.

L. Scholarship, Tuition, Textbooks, and School Supplies/Materials:

(1) Dual Credit scholarships and tuition shall align with the Dual Credit Tuition and Fee Guidelines (Attachment E). If THECB and/or Dallas College adopt new Guidelines during the term of this Agreement, these new Guidelines shall take precedence over the previous Dallas College Guidelines. College will promptly provide High School with a copy of any new or revised Guidelines. The tuition fee structure applies to all (first and subsequent) dual credit course enrollment for courses listed within Attachment B of this Agreement for which they receive joint credit under the Texas Education Code. Dual Credit Scholarships are not available for high school students enrolled in college courses where only college credit is awarded. The property address of the high school is used to determine placement on the fee schedule.

(2) The High School will be responsible for the costs of books, materials, access codes, required course supplies, equipment and liability insurance if applicable. The Dallas College Guidelines for Dual Credit Learning Materials (Attachment F) outlines the Dallas College learning material provisioning process and fee structure.

(3) Learning materials and classroom textbooks shall be selected by College faculty. Learning materials will be made available online and/or in a 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 applicable College Academic School. High schools will ensure parents are informed of student access to collegiate-level learning materials. Enrollment in dual credit implies parental consent related to student access to all required instructional and learning materials.

M. Payment of Services: During the Term of this Agreement, the College may commence provision of Dual Credit Courses during an academic term that do not coincide with the beginning date of this Agreement. This is because some portions of the Dual Credit Courses are or may be taught utilizing high school teachers. Dallas College 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 is authorized to spend for the educational services contemplated under this Agreement. Monies that Dallas College pays for Dual Credit instructional services shall not exceed the following dollar amounts.

AUTHORIZED EXPENDITURES NOT TO EXCEED:

Location	Description	Amount

All Campuses	During Initial Term Beginning: 2025-2026	$21,000
All Campuses	During Remaining Renewal Terms Ending: 2027-2028	$42,000
All Campuses	Three-Year Grand Total	$63,000

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 Board.

N. 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 ("FERPA").** The College and the High School acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. In accordance with 34 CFR § 99.34(b), if a Student is enrolled simultaneously in the College and High School pursuant to this Agreement, the Parties may share information regarding the Student. Subject to 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 Campus 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 Dallas College sponsored program or event, including the Dual Credit program. All faculty teaching Dual Credit Courses must participate in title IX Compliance training, either through a training program available through the College Or through a training made available by the High School and/or School District that is comparable to the one offered by the College in scope and rigor. Nothing herein shall limit or interfere with the 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. 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. **Texas Public Information Act ("TPIA").** College is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement. High School acknowledges that the College may be required to provide a copy of the fully executed Agreement and any all exhibits thereto in compliance with the Texas Public Information Act.

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 Dallas College 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 statues, rules and regulations.
B. Transportation to and from College is responsibility of High School and/or Student.
C. College and High School will collaborate to provide Health Center services to Students.
D. The Parties may execute a Data Sharing Agreement to allow Parties to provide the

applicable data and information about Students who are concurrently or formerly enrolled in both education institutions.

E. Technology requests specific to Dual Credit environments on Dallas College properties are to be coordinated through the High School technology departments, then the High School Technology CIO forwards approved request to Dallas College Chief Technology Officer ("CTO"). The Dallas College CTO will then work with the High School and College IT and Facilities staff to determine scope and cost of the request and provide that information to College Provost 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 College

To: Tiffany Kirksey, Ed.D.
Vice Provost, Educational Partnerships
Dallas College
1601 Botham Jean Blvd.
Dallas, Texas 75215-1816
Tel: 214-378-1733
Email: tiffanykirksey@dallascollege.edu

Cedar Hill Collegiate High School

To: Dr. Gerald Hudson
Superintendent
Cedar Hill Independent School District
285 Uptown Blvd.
Cedar Hill, Texas 75104
Email: gerald.hudson@chisd.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.

13. **Nondiscrimination:** The Parties to this Agreement shall not discriminate in this Program based on 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 College and the High School 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 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 College

By: Shawnda Floyd (Jun 23, 2025 13:07 CDT)

Dr. Shawnda Floyd, Ed.D., J.D. Date
Provost & Vice Chancellor of Workforce Education

Cedar Hill Independent School District

By: Gerald Hudson (Jun 23, 2025 11:50 CDT)

Dr. Gerald Hudson Date
Superintendent

Approved as to form

By:_____

High School Legal Counsel (if needed) Date