STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT BETWEEN

DALLAS COLLEGE
AND
DALLAS INDEPENDENT SCHOOL DISTRICT
CONCERNING EMT AND FIRE SCIENCE DUAL CREDIT

This Interlocal Agreement ("Agreement" or "ILA") is made and entered into by and between Dallas College ("Dallas College" or "College"), a Texas political subdivision of higher education, and Dallas Independent School District ("School District"), a Texas political subdivision of secondary education, on behalf of Franklin D. Roosevelt High School of Innovation ("High School"). The School District, High School, and College may hereafter be individually referred to as "Party" and collectively as "Parties."

WHEREAS, pursuant to the authority granted to them in Sections 29.551 - 29.557 of the Texas Education Code and Section 791.001 of the Texas Government Code, the Parties desire to enter into an Interlocal Agreement, to establish a Dual Credit Program so that School District students will have the opportunity to earn a high school diploma and earn college credit;

WHEREAS, the goals are to reduce dropout rates, attract, and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide the High School students with a seamless transition between high school and college;

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

NOW THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties agree as follows:

The Parties enter into this Agreement pursuant to the following terms and conditions in order to provide eligible High School students (each a "Student" and collectively the "Students") with the lower division college courses ("Courses" or "Dual Credit Courses")

enumerated herein:

1. 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);
- **C.** Attachment C: Payment of Services;
- **D.** Attachment D: Technology Support Addendum;
- **E.** Attachment E: 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.

If the THECB and/or Dallas College adopt new Guidelines for Attachments A, C, D, E, F and/or G during the term of this Agreement, these new Guidelines shall take precedence over the previous Guidelines. College will promptly provide School District with a copy of any new or revised Guidelines.

If Dallas College and the School District agree to revisions to the course listings outlined in Attachment B, the new course offerings will take precedence over the previous course offerings. College will promptly provide School District with a copy of any new or revised course offerings.

2. Term: This Agreement shall be In effect beginning on August 28, 2025 and ending on August 31, 2026 (the "Initial 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").

3. Statewide Goals for Dual Credit: Pursuant to Section 28.009, Texas Education Code, the College and the School District 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 (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 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 high schools within Dallas County as well as for educationally disadvantaged students attending Texas public high schools outside of Dallas County. And, for all other dual credit students attending high schools outside of Dallas County, such students will benefit by paying the Dual Credit tuition rate. for their dual credit courses. To receive the no or reduced cost tuition, the dual credit students must be attending a high school in an independent 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 made available to students.

C. College and High School 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, Moring 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 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:

1. **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 Credit 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 course enumerated in this Agreement. Courses enumerated under this Agreement (see Attachment **B) will** be offered at both the College and the High School. Faculty from the College and

the High School will conduct these courses. The College is approved by the THECB and the Texas Department of State Health Service ("TXDSHS") to offer the Emergency Medical Technician ("EMT") Program ("Program"). The College is approved by the THECB and the Texas Commission on Fire Protection ("TCFP") to offer the Fire Science ("Fire") Program ("Program"). The School District and High School desire to provide its secondary students the opportunity to obtain education and training towards an emergency medical technician and fire science certification through the College. All courses included in the emergency medical technician and fire science certificate program will be offered at the High School and will be consistent with requirements for Students' certificate completion with the timelines established in this Agreement. The courses in this Program will be offered for dual credit to the Students.

Under this Agreement, qualified Students, as defined under Section 17(9) of this Agreement, are eligible to enroll in classes described in this Section for the College's Basic Firefighter Level I Certificate. This Level 1 Certificate combines classroom teaching with supervised clinical and field experience for Students seeking certification as an Emergency Medical Technician - Basic with the TXDSHS and certification with the TCFP for Basic Structural Fire Suppression. These courses will allow Students to meet their clinical contact requirements. In the aggregate, these courses are referred to as the Program and include:

a. Emergency Medical Services Program ("EMSP") 1501, Classroom, Lecture, and Lab. This course prepares Students for certification as an EMT. Students must successfully complete this course before progressing to EMSP 1164.
b. EMSP 1164- Emergency Medical Technology/Technician, EXT-Practicum. This course is the clinical portion of the Program. This is a health-related work-based learning experience that enables Students to apply specialized occupational theory, skills, and concepts. In this course, Students will complete their clinical/ internships at both of the following:

    i. Fire stations where Students participate in internship shifts with EMS professionals in mobile units from various municipalities. Students participate alongside EMTs and/or Paramedics and perform the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies; and
    ii. Hospitals. Students in coordination with the EMT High School Coordinator actively participate alongside hospital personnel performing the latest medical practices and procedures and proper application of life support equipment.
    iii. The College schedules Students for participation in their clinicals/internships.

c. EMSP 1305 - Emergency Care Attendant. The course covers the knowledge and skills for basic emergency medical care. Emphasis is on requirements of national and state accrediting agencies. Preparation for certification as an Emergency Care Attendant (ECA)/Emergency Medical Responder (EMR).
    i. Students who do not successfully complete EMSP 1501 can be enrolled into EMSP 1305 Emergency Care Attendant in lieu of EMSP 1164. EMSP 1305 does not have a clinical component and, therefore, may not be acceptable by local fire departments for the Basic Firefighter Level I Certificate.

d. After Students successfully complete these courses:

    i. The College shall verify to the School District that Students have met these requirements; and
    ii. EMT Students will be eligible to take the National Registry of EMT ("NREMT") exam for the EMT basic level.

e. FIRS 1301; FIRS 1407; FIRS 1313; FIRS 1319; FIRS 1423; FIRS 1329; and FIRS 1433 - Firefighter Certification I - VII. This is a series of courses in basic preparation for a new firefighter to satisfy the Texas Commission on Fire Protection (TCFP) curriculum for Basic Structural Fire Suppression.

f. After Students successfully complete these courses:

    i. The College shall verify to the School District that Students have met these requirements; and
    ii. Students will be eligible to take the Texas Commission on Fire Protection (TCFP) exam for the Basic Structural Fire Suppression certificate.

5. Governance:

A. The EMT Basic Certificate Program under this Agreement shall be:

1) Conducted in a manner consistent with SACSCOC, the TXDSHS and Dallas College policies, regulations, rules, and guidelines; and
2) Subject to the School District policies, procedures, rules, and guidelines, as well as local, state, and federal laws applicable to EMT programs. The High School administrator will work with the College EMS administrator regarding the instruction, curriculum and philosophy of the Program.

B. EMT-Basic curriculum and instruction will be provided by the College. The appropriate staff from the Parties to this Agreement, will participate in meetings, as necessary, regarding the Program under this Agreement, classroom and clinical issues consistent with TXDSHS, Department of Transportation, SACSCOC and other accrediting bodies.

C. The College-EMS Clinical Coordinator will establish Student clinical affiliations in the School District service areas. These agreements will be fully executed before Students participate in clinicals. The Parties to these agreements are Dallas College, on behalf of the College and hospitals and the appropriate contracted City Fire Departments ("Fire Departments"). Contract originals will be retained by the College with copies in the office of the High School Administrator and School District Administrator.

D. The Fire Science Certificate Program under this Agreement shall be:

1) Conducted in a manner consistent with SACSCOC, the TCFP and Dallas College policies; and
2) Subject to the School District policies, procedures, rules, and guidelines, as well as local, state, and federal laws applicable to Fire Science programs. The High School administrator will work with the College Fire Science administrator regarding the instruction, curriculum and philosophy of the Program.

E. The Fire Science curriculum and instruction will be provided by the College. The appropriate staff from the Parties to this Agreement, will participate in meetings, as necessary, regarding the Program under this Agreement, classroom and clinical issues consistent with TCFP, SACSCOC and other accrediting bodies.

F. The College-Fire Science Clinical Coordinator will establish Student clinical affiliations in the School District service areas. These agreements will be fully executed before Students participate in clinicals. The Parties to these agreements are Dallas College, on behalf of the College and hospitals and the appropriate contracted City Fire Departments ("City Fire Departments"). Contract originals will be retained by the College with copies in the office of the High School Administrator and School District Administrator. In the event that there is a cost associated with clinical experiences, the School District or student will be responsible for the cost.

G. Student evaluation of instruction for the educational services under this

Agreement will be conducted by School District and results thereof will be shared with the College.

6. Faculty and Staff:

A. Under this Agreement, the College may provide one or more of its employees to serve in the following capacities:

1) College - EMS Full Time and Adjunct Faculty;
2) College - EMS Clinical Coordinator
3) College - EMS Program Director.
4) College - Fire Science Full Time and Adjunct Faculty;
5) College - Fire Science Clinical Coordinator
6) College - Fire Science Program Director.

B. College shall administer criminal background checks on College faculty and staff working directly with Students as required by law. Upon reasonable request, the College shall provide documentation evidencing compliance with this provision to the School District within ten (10) business days.

C. Faculty for lectures, skills, and clinical courses will be arranged by the appropriate College-EMS or Fire Science Department Chair.

D. The School District shall work with the College in securing any substitute instructors, as necessary, to provide educational services under this Agreement. The School District shall be responsible for compensating any substitute instructor that it provides for the educational services under this Agreement.

7. Termination: Either Party may terminate this Agreement upon 60 calendar days written notice to the other Party effective at the end of the then current semester unless the Parties agree otherwise in writing. Termination of this Agreement shall be in compliance with the guidelines of the TXDSHS and TCFP. This Agreement may also be terminated if a material breach occurs. A material breach of this Agreement Includes but is not limited to a violation of the policies and rules of Dallas College, a misrepresentation or false statement in this Agreement by one of the Parties, or non-performance of the Party's duties under this Agreement. In the event of a material breach, the non-breaching party shall provide the breaching Party with written notice specifying in reasonable detail the nature of such material breach. The Party alleged to be in breach shall have 30 calendar days from the date of receipt of such notice to cure the breach. Failure to cure

the breach will result in termination of this Agreement. If this Agreement is terminated during an academic term, Students will be allowed to finish their coursework under this Agreement. In the event this Agreement is terminated while Students are actively participating, Students shall not be penalized, and shall be allowed to complete the required TXDSHS mandated portions of the Program (EMSP 1501 and EMSP 1164) regardless of the reason for termination of this Agreement.

8. Program Management:

A. The Program under this Agreement will be limited to no fewer than 8 and no more than 24 Students unless mutually agreed upon. If fewer than 8 Students participate in this Program, the Parties shall mutually determine whether to cancel or proceed with this Program. Such determination shall not be unreasonably delayed by either Party.

B. Lab/skill classes (load) will be split into several sections of no more than 8 Students each to maintain a 1:8 faculty to student ratio at High School on scheduled lab/skill dates.

C. The Program will be managed by the College. All paperwork required for TXDSHS, TCFP, and NREMT will be filed by the College. This will include student information relating to Students who will be sitting for the NREMT and TCFP examinations.

D. The College-EMS and Fire Science High School Lead Faculty responsibilities include all of the following:

1) Preparing class schedule for each program course;
2) Prepare lesson plans for courses under this Agreement and provide it to High School;
3) Responsible for creating, distributing and executing all quizzes and tests;
4) Grading and recording weekly grades in compliance with the College and School District policies for the following:
   a. Quizzes and exams;
   b. Current event papers;
   c. Research papers, clinical case studies, ambulance case studies; and
   d. Preparation and reporting of grades for the following increments: three-week, nine-week and semester grading periods;
5) Ensure, as reasonably practicable, that all facilities and equipment used under this Agreement are consistent with standards established by the College EMSP and Fire Science Departments. The College-EMS and Fire Science High School Lead Faculty shall maintain all equipment and order all supplies needed for courses. The School District shall pay for all required equipment and supplies;
6) In cooperation with the EMS and Fire Science Program Clinical

Coordinators, schedule Students at each of the hospitals, clinical sites, ambulance providers, non-fire ambulance providers, and City Fire Departments;

7) Take class attendance and verify attendance with School District;
8) In cooperation with the EMS and Fire Science Program Directors, complete and submit all· paperwork needed for TXDSHS, TCFP, and NREMT;
9) Schedule guest speakers and other program-related activities;
10) Coordinating the instruction for the delivery of the EMT Basic and Fire Science Program Including:

    a. Daily classes;
    b. Skills classes;
    c. Clinical sites during after-school hours;
    d. Clinical sites for evenings and weekends; and
    e. Ambulance and fire station internships for fall and/or spring;

11) Maintaining files on Students to include forms, waivers, immunizations, etc.;
12) Communicate with the School District any Student issues; and
13) Other duties as reasonably assigned.

E. Curriculum/Syllabi: The course syllabi will be provided by the College to High School for review approximately one month prior to the first day of class. Any changes to the syllabi, classes, clinical rotations will be negotiated between the School District and College-EMS and Fire Science High School Lead Faculty in cooperation with the EMS and Fire Science Program Directors.

F. Grades: Course grades will be submitted by program faculty according to the Dallas College grading periods.
Student course grades will be shared with the School District according to the Data Sharing Agreement titled Data Use and Sharing Agreement Between Dallas College and Dallas Independent School District and executed on September 5, 2023.

G. Except as otherwise provided herein, prior to clinical rotation, School District will be responsible for ensuring that School District and/or each student has completed, provided or obtained, as applicable, the following:

1) Insurance: INTENTIONALLY OMITTED

2) Student social security numbers;

3) Purchase and enroll each student in the Castle Branch and SurScan system for document storage, tracking, follow up, and execution of

criminal background, and drug testing; and

4) Immunizations. These immunizations include:

   a. Measles, mumps and rubella;
   b. Hepatitis B Series; and titter"
   c. Tetanus/Diphtheria;
   d. Varicella;
   e. Tuberculosis and/or a Chest x-ray;
   f. Meningitis;
   g. Seasonal flu;
   h. Titers test*; and
   i. Compliance with COVID vaccination as required by the clinical facilities.

9. Facilities: Except for the clinicals, the School District will provide all facilities relating to the educational services under this Agreement. The College has entered into clinical affiliation agreements with hospitals, other medical facilities and City Fire Departments, ambulance providers, and non-fire ambulance providers for Students to participate in their clinicals.

10. Books and Supplemental Materials: Selection and adoption of the Program textbooks, syllabi, uniforms, and course outlines, applicable to the courses when taught at the High School will be determined by the College. The School District shall have the following responsibilities with respect to books and supplemental materials.

A. The School District will order and furnish all textbooks and course learning materials, including SurScan, Castle Branch, EMS Testing, and Platinum Patent software access, required for classes under this Agreement. As reasonably practicable, the School District shall ensure that students will be furnished with all textbooks required for the educational services under this Agreement by the 1st class date.

B. The School District will provide a venue for Students to purchase uniforms, supplies and supplemental materials.

C. The School District will provide funds to cover all examination fees, related to the educational courses under this Agreement. This includes the TCFP exam, NREMT exam, and DSHS certification fees.

11. Registration and Enrollment Management: The High School will be responsible for student recruitment and advertising. Both the High School and the

College will participate in student admissions and enrollment for all students who are qualified, as specified in Section 17(8)(1) of this Agreement The High School will provide the College with a roster of students and the College will determine which students are qualified and then enroll them into the Program under this Agreement. Parties to this Agreement shall work collaboratively in good faith to agree upon the dates that attach to the academic calendar for courses within this Program.

A. The following minimum criteria are required for the student to enroll:

1) Must have completed the College admission application and dual credit verification forms and must meet all EMS and Fire Science Program requirements.
2) Must clear a criminal background check upon enrolling in any EMS course.
3) Must clear a drug screen 30 days prior to attending any clinical experience.
4) Must provide a copy of a state-issued photo ID prior to enrolling in any EMS course.
5) Must provide documentation of current BCLS (CPR) certification by the American Heart Association or American Red Cross prior to enrolling in any EMS course.
6) Must provide documentation of medical insurance prior to enrolling in any EMS course.
7) Must provide documentation of a clear physical prior to enrolling in any EMS course.
8) Must provide shot record documentation that includes the immunizations defined in section 8 (G)(4)
9) An School District student must be qualified as defined in Section 17(8)(1) to enroll in the College dual credit program. All Classes have a 70% grade average requirement for continued participation as well as a 70% grade requirement as the final grade of each course. Students must achieve the minimum grades required to advance in course work. Students must achieve a minimum of 70% final grade in each of the courses to receive a certificate of completion for eligibility to sit for the NREMT basic and TCFP examinations.

B. Class Schedules: Students will attend classes at High School consistent with the current School District academic calendar. During EMSP 1164 the Students will attend orientation and clinical at area local hospitals and City Fire Departments, non-fire ambulance agencies, and other ambulance providers. Students will receive hands-on training at local fire departments during their FIRS classes. All transportation to and from hospitals, clinical sites, is the sole responsibility of the student.

C. Registration: The Parties shall register students according to the following procedures:

1) College applications will be received, processed and retained by the College. Applications for admissions and dual credit enrollment forms need to be submitted in cooperation with the Educational Partnerships enrollment process prior to the first day of class.
2) Decisions about whether to carry or cancel a class will be made by the College upon consultation with School District. Communication regarding when to cancel course(s) will be handled by the College-EMS and Fire Science High School Campus Lead Faculty and the High School Directors assigned to the Program, in consultation with the College-EMS and Fire Science Program Directors. The College will be responsible for entering class cancellation per the College cancellation policy.
3) Course section numbers will need to have the College designed numbers, i.e., course number and identification, as required by, and in consultation with Dallas College Curriculum Management Office. Student drops will be processed in a manner consistent with School District and the College drop policy, as applicable. A Student may be dropped for academic or behavior issues at the discretion of the College, and School District. The College also has the discretion to drop a Student from clinical based upon program requirements:
4) The following will be retained by the College and subject to transmittal for audit purpose:
   a. Student applications;
   b. Student drops; and
   c. Grade changes.

12. Confidentiality: For purposes of this Agreement, Confidential Information includes any trade or similar confidential or proprietary information (a) disclosed by one party to the other under this Agreement, whether disclosed in writing, orally, or by observation, that a reasonable person under the circumstances would consider confidential or proprietary; (b) deemed or considered confidential or protected from disclosure under federal, state, or local law; (c), if in writing or other tangible form, conspicuously designated as confidential at the time of delivery by means of a permanent stamp or label bearing a term such as "confidential" or the equivalent; or (d), if disclosed verbally or visually, identified as confidential prior to disclosure and identified in a written summary delivered to the recipient within thirty (30) Business Days after such disclosure. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care which it uses

to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Each party shall promptly notify the other party of any misuse or unauthorized disclosure of the other party's Confidential Information. The foregoing restrictions will not apply to information that: (i) is known to the receiving party at the time it receives Confidential Information from the disclosing party; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (iv) is generally furnished to third parties by the owner without a similar restriction of the receiving party's right; or (e) has been approved for release by written authorization of the disclosing party; or (v) is required by law to be disclosed after written notification by the receiving party. In the event either party shares with the other party educational records ("Records) relating to services under this Agreement, the parties acknowledge and understand that such Records may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and, therefore agree as follows:

A. The School District designates the College as an School District official with a legitimate educational interest in the Records; and the College designates the School District as a Dallas College official with a legitimate educational interest in the Records.

B. Accordingly, each party represents, warrants, and agrees that they will hold Records in strict confidence and in accordance with Section 21(A) of this Agreement.

13. Certificate Awarded: Students will be awarded a Dallas College Basic Firefighter Level I Certificate upon successful completion of all courses and successfully completing all required exams that attach to courses. This does not refer the TXDSHS certification to practice EMS or the TCFP certification for fire protection. Courses under this Agreement serve to prepare a Student to sit for the TCFP and NREMT exams. Successful completion of EMSP 1501 and EMSP 1164, at a minimum, is required for students to receive the TXDSHS/NREMT mandated course completion certificate. Successful completion of Firefighter Certification I - VII is required for student to receive the TCFP mandatory training hours.

14. Conduct:

A. Students shall adhere to the following:

1) Dallas College Student Code of Conduct;
2) The School District Student Code of Conduct;
3) EMT policies and procedures at the hospital and municipality where ride-

alongs are conducted;

4) Fire Science policies and procedures at the fire stations where trainings are conducted; and
5) Policy and procedures of any hospitals where Students perform clinicals.

B. The College may refuse to admit Students with disciplinary problems.

15. Safety and Security: If any Student, faculty, or staff, including the College faculty or staff, should experience an accident or sudden illness while on the premises of the School District, the response to such incidents will be based upon the SCHOOL DISTRICT's regulations, guidelines, and procedures. The School District is solely responsible for the safety and security of its Students while on School District premises.

16. Media and Public Relations: Media and public relations regarding the Program will be managed mutually between the College and the School District. The ultimate decision in matters involving media and public relations regarding the EMS and Fire Science Program rests with the College.

17. Conditions of Service:

A. The Dallas College Dual Credit program falls under the Texas Higher Education Coordinating 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. 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. Scholarship is not provided for high school students enrolled in college courses where only college credit is awarded.

B. Under this Agreement, qualified students are defined as: All students wishing to participate in the Dual Credit program for the courses in this Agreement who fill out applications for admission to the College, clearly establish their residency classification, complete the high school student Enrollment Form, provide a current high school transcript of school subjects completed, provide required documentation for all vaccinations which are required prior to participating in clinicals, and complete all other documentation required by the College including, but not limited to, the items defined in Section 11(A).

C. Each course under this Agreement must be taught using a Dallas College Common Learning syllabus as an outline. Course Objectives,

Competencies, and Leaming Outcomes listed in the Common Leaming 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 grade. Copies of all major examinations will be submitted for review by the Program and Medical Directors as expressed in TXDSHS and TCFP Regulations.

D. The College will review the major examinations in each course in order to document the requirement that skills and concepts contained in the course syllabi are being taught and tested. If a Student is enrolled simultaneously in college and high school pursuant to this Agreement, Parties to this Agreement may share information regarding the Student in compliance with 34 CPF § 99.34(b).

E. A student shall be required to comply with all requirements prescribed by applicable law or the College policies for continued enrollment in dual credit courses in a following semester.

18. Responsibilities of School District: The School District shall:

A. Provide the College with all student admission documentation;

B. Provide a full-time EMS and Fire Science High School Campus Coordinator who is responsible for providing oversight for the Fire Academy. This position coordinates classes and monitors student progress. The coordinator will utilize their knowledge of learning theories and learning styles to maximize learner success and ensure overall effectiveness of the program. The coordinator will utilize their knowledge of Texas Commission on Fire Protection and the Texas Department of State Health Services program requirements to track experiential and clinical program requirements. This position resides in School District; however, the Coordinator must adhere to program requirements as outlined by Dallas College including reporting to the designated TXDSHS EMS Program Director.

1) Coordinator Knowledge, Skills, and Abilities:
    a. Ability to communicate in a classroom setting;
    b. Must be well organized, able to handle multiple projects concurrently, and be detailed oriented;
    c. Must be able to work well with students, co-workers, partners, and staff of all levels;
    d. Ability to effectively communicate both orally and in writing; and
    e. Knowledge of basic office software and instructional programs.
2) Coordinator Essential Duties/Tasks:

a. Assist Students in completing all required admissions documents;
b. Assist with Student orientation;
c. Deliver to the College in a timely manner all required paperwork including Student transcripts, test scores and enrollment documents;
d. Serve as liaison with Students, parents, High School personnel and the College personnel;
e. Facilitate the operation of the Dual Credit program to ensure the smooth and timely operation of the process;
f. Provide positive reinforcement and motivational incentives;
g. Monitor and maintain records of learner performance and attendance;
h. Schedule and coordinate student field delivery courses, boot-camps, or other similar events with industry partners;
I. Assist with schools and/or other special schools/activities as assigned;
j. Serve as a secondary contact for TCFP and TDSHS (primary contact Is DFD / Dallas College);
k. Maintain a clean and neat appearance;
l. Submit class reports, and travel documentation in a timely manner;
m. Submit monthly reports and all associated documentation on time; and
n. Attend all called meetings unless excused by supervisor.

3) Additional Preferred Qualifications:
   a. Meet the Dallas College credentialing requirements to teach Fire Science and/or Emergency Medical Technician courses
      i. Individuals meeting this qualification would also be tasked with teaching the course content for applicable courses in alignment with the Dallas College Guidelines for Credentialed Instructors

C. Provide the:

1) Classroom facilities appropriate for delivery of the educational services under this Agreement; and
2) The materials and supplies necessary for the courses under this Agreement.

19. Responsibilities of the College: The College shall:

A. Provide faculty, when needed, to monitor the instruction of all courses to assure the quality and uniformity of instruction in accordance with the

standards established by the State of Texas, the SACSCOC, and Dallas College. The College will designate staff personnel to monitor and assure adherence to these standards;

B. Provide mandatory orientations and staff development regarding high school policies involved with this dual credit partnership; and

C. Conduct a faculty evaluation in a manner consistent with the College faculty performance evaluation process.

20. Instructional Quality: The School District will provide or engage qualified personnel to instructional services and coordination activities contemplated by this Agreement The School District will ensure that all instructors that they provide meet or exceed SACSCOC standards and requirements for delivery of the services provided, state requirements, and policies of Dallas College and shall undertake to ensure that School District and any person acting by or on behalf of the School District in connection with the delivery of the instructional services know, understands and adheres to all such applicable policies, requirements and standards.

21. 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 School District 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 School District may disclose information contained in Student records received from the other Party to a third Party, except as permitted or required by this Agreement, required by law, including without limitation, FERPA, or as authorized in writing by the Disclosing Party, the Student or the Student's parent/legal guardian. College and School District 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 School District 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 School District School District that is comparable in scope and rigor to the one offered by the College. Nothing herein shall limit or interfere with the School District'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 School District 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. Due to the physical requirements of the occupation, EMS and Fire Science Program accommodations are limited.

D. **Texas Public Information Act ("TPIA").** The Parties are 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. The Parties acknowledge that the other Party may be required to provide a copy of the fully executed Agreement and any exhibits thereto in compliance with the Texas Public Information Act.

22. Limitations of Authority:

A. 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. No joint enterprise liability is intended to be created by this Agreement. The Parties enter into this Agreement as independent contractors and neither Party's agents, employees, and representatives shall be considered employees, agents, or representatives of

the other Party.

B. 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.

C. Neither Party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

D. Neither Party to this Agreement shall be deemed to have waived Its Sovereign or Governmental Immunities by the approval and execution of this Agreement, nor by the performance of any obligations created by this Agreement.

23. Miscellaneous Provisions:

A. The School District shall adhere to:

1) Policies in the Dallas College Board of Trustees ("College Board") Policies and Administrative Procedures Manual, as applicable; and
2) Dallas College Guidelines for Dual Credit Courses which are incorporated into this Agreement by reference as Attachment A. If the Texas Higher Education Coordinating Board adopts new guidelines during the term of this Agreement, those new guidelines shall prevail. The College will promptly provide School District with a copy of any new or revised Guidelines.

B. Any Dallas College employees and/or agents on any School District campus or facility shall strictly comply with the policies and procedures adopted by the School District Board of Trustees ("School District Board").

C. Parties to this Agreement shall adhere to the following sections of the Texas Administrative Code regarding Emergency Medical Services. If the Texas Legislature adopts new guidelines during the term of this Agreement, those new guidelines shall prevail. As of the effective date of this Agreement, the relevant sections of the Texas Administrative Code are:

1) Title 25, part 1, Chapter 157, subchapter A, rule § 157.2;
2) Title 25, part 1, Chapter 157, subchapter C, rule§ 157.32; and
3) Title 25, part 1, Chapter 157, subchapter D, rule§ 157.43

D. The Parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations.

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

25. Governing Law and Venue: This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. The Parties consent to the exclusive jurisdiction and venue of the federal arid 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.

26. Waiver: The failure of any Party 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.

27. Annual Review of this Agreement: The College School of Health Science Administrator and/or Designee, The College School of Law and Public Service Administrator and/or Designee, and the School District Administrator and/or Designee will review this Agreement on an annual basis.

28. Fiscal Funding Clause: Notwithstanding any provision contained herein to the contrary, the obligations of the Parties under this Agreement are expressly contingent upon the appropriation and allotment of adequate funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Dallas College Board and the School District Board. The Parties shall make any payment required under this Agreement only from current revenue available to them.

29. 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
Dr. Tiffany Kirksey
Vice Provost, Educational Partnerships
1601 Botham Jean Blvd
Dallas, Texas 75215-1816

Dallas ISD
Cheryl Nevels, Ed.D., Deputy Chief of College Readiness
Deputy Chief of College Readiness
Dallas Independent School District
9400 North Central Expressway
Suite 1100
Dallas, Texas 75231

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.

30. Force Majeure: Neither Party shall be deemed in violation of this Agreement if either prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, flood, storm, invasion, insurrection, accident, order of court, judge or civil authority, government regulations, an act of God, or any cause reasonably beyond the Party's control and not attributable to its neglect. Each Party shall make all reasonable efforts to mitigate the effects of any such event, and nothing herein shall relieve either Party from payment obligations for goods or services already provided.

31. 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.

32. Severability: In the event that any provision of this Agreement is determined to be invalid, void, or unenforceable then the remaining items, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

33. Felony Convictions: Dallas College represents and warrants that Dallas College's agents or employees assigned to perform this Agreement have not and will not have been convicted of a felony offense, or that, if such a conviction has occurred or does occur, Dallas College will fully advise School District as to the facts and circumstances surrounding the conviction.

34. Parol Evidence and Status of Agreement: This Agreement contains the entire Agreement between Dallas College and School District and supersedes any prior understandings or oral or written Agreements between Dallas College and School District on the matters contained herein. No modifications, alterations or waivers of any term, covenant, or condition of this Agreement or any attachments shall be valid unless

in writing and executed by Dallas College and School District.

35. Signatory Clause: The individuals executing this Agreement on behalf of the College and School District 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 MAY BE EXECUTED in duplicate original counterparts effective upon the date indicated above in Section 2 of this Agreement.

DALLAS COLLEGE

Shawnda Floyd (Sep 4, 2025 18:50:13 CDT)

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

Dallas Independent School District

By: 8-28-2025
School Board President Date

Attest By: 8/28/25
School Board Secretary Date

Approved as to form for DALLAS ISD ONLY:

By: Angela Green 07/31/2025
School District Legal Counsel Date