

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL
DISTRICT
CONCERNING EMT DUAL CREDIT

This Agreement, ("Agreement") is made and entered into by and between Dallas County Community College District ("DCCCD"), a Texas political subdivision of higher education, on behalf of Brookhaven College ("BHC") and Carrollton-Farmers Branch Independent School District ("CFBISD"), a Texas political subdivision of secondary education, on behalf of R. L. Turner High School, ("Turner High School"), BHC and Turner High School may be individually referred to as the "Party", and collectively "Parties." The Parties enter into this Agreement for the purposes of allowing BHC to conduct lower division courses ("Courses" or "Dual Credit Courses") enumerated in this Agreement to eligible Turner High School students ("Student" or "Dual Credit Students") upon the following terms and conditions:

1. Attachments to this Agreement: The Agreement contains the following attachments that are incorporated herein as described below:

- A. Attachment A: Dallas County Community Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2019-20)
- B. Attachment B: Course List(s)

2. Statewide Goals for Dual Credit: Pursuant to House Bill 1638 (85TH Legislative, 2017) BHC and Turner High School set forth the following goals for dual credit to align with statewide goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (hereinafter the "THECB") and the Texas Education Agency (hereinafter the "TEA")..

Goal 1 – Collaborative Outreach Efforts and Benefits:

- A. BHC and Turner High School dual credit and advising staff provide dual credit information sessions at middle schools, high schools, colleges and at community

events.

- B. BHC Outreach Teams are present throughout the Metroplex and provide students and families with information about DCCCD colleges and educational opportunities. The BHC Outreach Teams also help students make connections with BHC intake staff.
- C. BHC and Turner 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. BHC Outreach, Marketing Offices, and Dual Credit Departments provide dual credit cost savings information to the public. Information includes the benefit of no tuition cost for dual credit courses to dual credit students attending high schools within Dallas County. And, for dual credit students attending high schools outside of Dallas County, such students will benefit by paying a reduced tuition rate of in-county tuition for their dual credit courses. To receive the no or reduce cost tuition, the dual credit students must be attending a high school for which the colleges of the Dallas County Community College District have an officially signed dual credit agreement.

Goal 2 – Student Transition to and Acceleration Through Postsecondary Education:

- A. Students attend college orientation sessions which include information about college degree and certificate options, student support services, and extra-curricular activities.
- B. BHC tours are provided to students.
- C. BHC and Turner 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. Students may take approved dual credit courses that apply toward the core curriculum, a certificate program, an Associate of Applied Science, an Associate of Arts, or an Associate of Science. BHC courses, certificates and degree plans are available within the BHC's online catalog.
- E. Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificates and degree plan.
- F. BHC and Turner High School provide high school and college degree completion information to students. The BHC Transfer Services office provides information regarding the transfer of college credit courses from the colleges of the DCCCD to other colleges and universities. The BHC Transfer Services also provides transfer guides which include courses (course numbers and course names) within BHC that will transfer into degree plans at other institutions of higher education.

Goal 3 – Academic Advising, College Readiness and Support Services:

- A. Students are provided academic and college readiness advising with access to

student support services.

- B. BHC provides students with career information, degree and certificate options, and academic advising.
- C. BHC 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 BHC and Turner 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 BHC shall be the same at Turner High School, being sufficient to ensure student success in subsequent courses.
- B. BHC 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 students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines.

3. 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. BHC and Turner 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 BHC and Turner High School. Faculty from BHC and Turner High School will conduct these courses. BHC is approved by the THECB and the Texas Department of State Health Service (“TXDSHS”) to offer the Emergency Medical Technician (“EMT”) Program (“Program”). BHC offers education and training in an approved EMT educational program with Students enrolled at BHC. Chapter 791 Texas Government Code authorizes the Parties to contract for governmental functions in which the Parties are mutually interested. CFBISD and Turner High School desire to provide its secondary students the opportunity to obtain an emergency medical technician certification through BHC. All courses included in the emergency medical technician certificate program will be offered at Turner 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 Student.

Under this Agreement, qualified Students, as defined under Section 18(B) of this Agreement, are eligible to enroll in classes described in this Section for BHC's Emergency Medical Services – Emergency Medical Technician Basic. 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. These classes continue for an entire academic year. 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 Paramedicine (“EMSP”) 1501, Classroom, lecture. This is the first course in the Program and prepares Students for certification as an EMT. Students must successfully complete this course before progressing on to the next two courses, listed below.
- b. EMSP 1391, Special Topics in Emergency medical technology/technician. Topics in this course address recently identified current events, skills, knowledge, and/or attitudes and behaviors pertinent to the technology or occupation and relevant to the professional development of the Student. In particular, this course will cover Hazardous Material ("HazMat") awareness and management, Weapons of Mass Destruction ("WMD") events, the national Incident Command System ("ICS"), and Multi Casualty Incident ("MCI") management. This course may be repeated if topics and learning outcomes vary. Consistent with Program requirements, Students enroll in this EMSP 1391 and EMSP 1164 simultaneously.
- c. EMSP 1164 – Emergency medical technology/technician. This course is the clinical portion of the Program. This is a health-related work-based learning experience that enables the Student to apply specialized occupational theory, skills, and concepts. In this course, Students will complete their clinical/internships at both of the following. (BHC schedules Students for participation in their clinical/internships):
 - i. Fire stations where Students participate in ride-a-longs with EMS professionals in mobile units from various municipalities. Students participate alongside EMTs Paramedics and perform the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies.
 - ii. Hospitals. Students in coordination with the EMT Turner High School Coordinator actively participate alongside hospital personnel performing the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies and procedures and where Students observe patient care with the BHC-EMT Director.
 - iii. Students who do not successfully complete EMSP 1501 will be enrolled

into EMSP 1305. EMSP 1305 Emergency Care Attendant will be offered to those students who do not qualify to complete the entire EMT basic program of studies. This course does not have a clinical component.

- d. After Students successfully complete these courses:
 - i. BHC shall verify to CFBISD 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.

4. Governance:

- A. The EMT Basic Certificate Program under this Agreement shall be:
 - 1) Conducted in a manner consistent with SACSCOC, the TXDSHS and BHC's policies; and
 - 2) Subject to CFBISD, state, and federal policies and requirements for EMT programs, the Turner High School Principal will work with the BHC-EMS Program Director and the BHC-Turner High School Campus Coordinator regarding the instruction, curriculum and philosophy of the Program.
- B. EMT-Basic curriculum and instruction will be provided by BHC. The appropriate staff from the Parties to this Agreement, will participate in bimonthly or weekly meetings, as necessary, regarding the Program under this Agreement, clinical issues consistent with TXDSHS, Department of Transportation, SACSCOC and other accrediting bodies.
- C. Student evaluation of instruction for the educational services under this Agreement will be conducted by CFBISD and results thereof will be shared with BHC.
- D. The BHC-EMS Turner High School Campus Coordinator, in cooperation with the BHC-EMS Clinical Coordinator, will establish Student clinical affiliations in the CFBISD service areas. These agreements will be fully executed before Students participate in clinicals. The Parties to these agreements are DCCCD, on behalf of BHC and hospitals and the appropriate contracted City Fire Departments ("City Fire Departments"). Contract originals will be retained by BHC with copies in the office of Turner High School Principal and CFBISD's Assistant Superintendent.

5. Faculty and Staff:

- A. Under this Agreement, BHC will provide its employees to serve in the following capacities. They may be the same person, as BHC reasonably determines:
 - 1) BHC – EMS Full Time and Adjunct Faculty;
 - 2) BHC – EMS Turner High School Campus Coordinator;
 - 3) BHC – EMS Program Director.

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

- C. Faculty for lectures, clinical and skills will be arranged by the BHC-EMS Turner High School Campus Coordinator.

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

6. Financial Responsibilities: BHC will bill CFBISD each semester for the educational services that BHC provides under this Agreement. Payment from CFBISD will be due within 30 calendar-days upon receipt of invoice from BHC. The amount the BHC bills CFBISD shall not exceed \$25,000 annually.

7. Term: Subject to prior termination or revocation of this Agreement as provided in Section 8, this Agreement is in full force and effect for a period of one (1) year subject to authorized appropriation of currently available funds for any obligations created herein. This Agreement begins on **August 19, 2019 and ends on August 8, 2020** (“Initial Term”). Thereafter, this Agreement may be renewed for up to two (2), one-year terms (each a “Renewal Term”), provided that not less than 60 calendar days prior to the expiration of the Initial Term or any Renewal Term, the Parties shall have agreed in writing to renew this Agreement.

8. 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. 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 DCCCD, 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.

9. Program Management:

- A. The Program under this Agreement will be limited to no fewer than 10 and no more than 20 Students. If fewer than 10 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 two sections, of no more than 10 Students each, to ensure a minimum of two BHC-EMS faculty members (a 1:10 ratio) at Turner High School on scheduled lab/skill dates.
- C. The Program will be managed by BHC. All paperwork required for TXDSHS and NREMT will be filed by BHC. This will include student information relating to Students who will be sitting for the state EMT examination.
- D. The BHC-EMS Turner High School Campus Coordinator's responsibilities include all of the following:
 - 1) Preparing class schedule for each course: EMSP 1501, EMSP 1391 and EMSP 1164;
 - 2) Prepare lesson plans for courses under this Agreement and provide it to Turner High School;
 - 3) Responsible for creating, distributing and executing all quizzes and tests;
 - 4) Grading and recording weekly grades in compliance with BHC and CFBISD 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 BHC EMSP Department. The BHC-EMS Turner High School Campus Coordinator shall maintain all equipment and order all supplies needed for courses. CFBISD shall pay for all required equipment and supplies;
 - 6) Schedule Students at each of the hospitals, clinical sites and City Fire Departments;

- 7) Take class attendance and verify attendance with CFBISD;
 - 8) Complete and submit all paperwork needed for TXDSHS and NREMT;
 - 9) Schedule guest speakers and other EMS related activities.
 - 10) Coordinating the instruction for the delivery of the EMT Basic Program including:
 - a. Daily classes;
 - b. Skills classes;
 - c. Clinical sites during school hours;
 - d. Clinical sites for evenings and weekends; and
 - e. Ambulance internships for fall and spring.
 - 11) Maintaining files on Students to include forms, waivers, immunizations, etc.
 - 12) Communicate with CFBISD any Student issues; and
 - 13) Other duties as reasonably assigned.
- E. Curriculum/Syllabi: The course syllabi will be provided to Turner High School for review by BHC approximately one month prior to the first day of class. Any changes to the syllabi, classes, clinical rotations will be negotiated between Turner and BHC-EMS Turner High School Campus Coordinator.
- F. Grades: BHC-EMS Turner High School Campus Coordinator will submit Student grades to CFBISD consistent with CFBISD's grading periods. The BHC-EMS Turner High School Campus Coordinator will also submit BHC grades to college registrar.
- G. Prior to clinical rotation, Turner High School will be responsible for ensuring that each Student has completed or obtained the following:
- 1) Insurance: CFBISD shall:
 - a. At its own expense, obtain and maintain Professional Liability and General Liability coverage for CFBISD and its Students with an insurance carrier authorized to do business in the State of Texas in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The DCCCD shall be named as an additional insured on a primary insurance basis under insurance coverage for any claims made against BHC relating to or arising out of services rendered by CFBISD or its Students under this Agreement;
 - b. Furnish BHC with certificates of such insurance prior to the first day of enrollment and prior to the commencement of each term of this Agreement. Upon request of BHC, CFBISD shall furnish proof of insurance or a certificate of insurance. CFBISD shall immediately notify BHC of any change in coverage or cancellation of insurance.

- 2) Student social security numbers;
- 3) Criminal background and drug testing; standards required by the DFW Hospital Council shall be strictly adhered to; and
- 4) Immunizations. These immunizations include:
 - a. Measles, mumps and rubella;
 - b. Hepatitis B Series;
 - c. Tetanus/Diphtheria;
 - d. Varicella;
 - e. Tuberculosis and/or a Chest x-ray;
 - f. Meningitis; and
 - g. Seasonal flu.

10. Facilities: Except for the clinicals, CFBISD will provide all facilities relating to the educational services under this Agreement. BHC has entered into clinical affiliation agreements with hospitals, other medical facilities and City Fire Departments for Students to participate in their clinicals.

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

- A. CFBISD will order and furnish all textbooks and supplemental materials required for classes under this Agreement. As reasonably practicable, CFBISD shall ensure that Students will be furnished with all textbooks required for the educational services under this Agreement by the 1st class date.
- B. CFBISD will provide a venue for Students to purchase uniforms, supplies and supplemental materials.
- C. CFBISD will provide funds to cover all examination fees, related to the educational courses under this Agreement. This includes the NREMT exam.

12. Registration and Enrollment Management: Turner High School will be responsible for student recruitment and advertising. Both Turner High School and BHC will participate in student admissions and enrollment for all students who are qualified, as specified in Section 18(B)(1)(2) of this Agreement and are enrolled in BHC's "EMSP". Turner High School will provide BHC with a roster of students and BHC 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 BHC admission application, dual credit verification forms and must meet all Texas Success Initiatives ("TSI") and EMS Program requirements.
 - 2) An CFBISD student must be qualified as defined in Section 18 (B)(1)(2) to enroll in BHC dual credit program and enroll in EMSP 1501. All EMSP 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 in EMSP 1501 to advance to EMSP 1164. Students must achieve a minimum of 70% final grade in EMSP 1164 to advance to EMSP 1391. Students must achieve a minimum of 70% final grade in each of the EMSP courses to receive a certificate of completion for eligibility to sit for the NREMT basic examination.
- B. Class Schedules: Students will attend classes at Turner High School consistent with the then current CFBISD academic calendar. During EMSP 1164 the Students will attend orientation and clinical at area local hospitals and City Fire Departments. 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 BHC. Applications for admissions and dual credit enrollment forms need to be submitted BHC-EMT Coordinator prior to the first day of class.
 - 2) Enrollment summaries will be sent to both institutions.
 - 3) Decisions about whether to carry or cancel a class will be made by BHC upon consultation with Turner High School. Communication regarding when to cancel course(s) will be handled by the BHC-EMS Turner High School Campus Coordinator and the Turner High School Director assigned to the EMS Program, in consultation with the BHC-EMS Program Director. BHC will be responsible for entering class cancellation per BHC cancellation policy.
 - 4) Course section numbers will need to have the BHC designed numbers, i.e., course number and identification, as required by, and in consultation with DCCCD Curriculum Management Office. Student drops will be processed in a manner consistent with CFBISD and BHC drop policy, as applicable. A Student may be dropped for academic or behavior issues at the discretion of BHC. BHC also has the discretion to drop a Student from clinical based upon program requirements.
 - 5) The following will be retained by BHC and subject to transmittal for audit

purpose:

- a. Student applications;
- b. Student drops;
- c. Instructor drops; and
- d. Grade changes.

13. Confidentiality: Any educational records ("Records") shared by the Parties relating to services under this Agreement may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If Records are subject to FERPA:

- A. CFBISD designates BHC as a CFBISD official with a legitimate educational interest in the Records; and
- B. BHC designates CFBISD as a DCCCD official with a legitimate educational interest in the Records.

The Parties represent, warrant, and agree that they will hold Records in strict confidence and will not use or disclose Records except as:

- A. Permitted or required by this Agreement;
- B. Required by law, including without limitations, FERPA; or
- C. Otherwise authorized by the originating Party in writing.

14. Certificate Awarded: Students will be awarded a BHC EMT Basic 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. Courses under this Agreement serve to prepare a Student to sit for the NREMT.

15. Conduct:

- A. Students shall adhere to the following:
 - 1) DCCCD Student Code of Conduct;
 - 2) CFBISD Student Code of Conduct;
 - 3) EMT policies and procedures at the municipality where ride-along are conducted; and
 - 4) Policy and procedures of any hospitals where Students perform clinicals.
- B. BHC may refuse to admit Students with disciplinary problems.

16. Safety and Security: If any Student, faculty, or staff, including BHC faculty or staff, should experience an accident or sudden illness while on the premises of CFBISD, the response

to such incidents will be based upon CFBISD's regulations, guidelines, and procedures, CFBISD is solely responsible for the safety and security of its Students while on CFBISD premises.

17. Media and Public Relations: Media and public relations regarding the Program will be managed mutually between BHC and CFBISD. The ultimate decision in matters involving media and public relations regarding the EMS Program rests with BHC.

18. Conditions of Service:

- A. The DCCCD 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. One tuition scholarship per dual credit course per students is allowed. Scholarship is not provided for high school students enrolled in college courses where only college credit is awarded. Scholarship is not provided for repeated courses; student or high school is responsible for payment of repeated college course(s).
- B. Under this Agreement, qualified students are defined as:
- 1) All students wishing to participate in the Dual Credit program for the courses in this Agreement must fill out applications for admission to the BHC, 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 meningitis vaccination which is required prior to participating in clinicals, complete all other documentation required by BHC, and satisfy Texas Success Initiative ("TSI") requirements, including the college pre-assessment activity ("PAA")
 - 2) Students must demonstrate college level readiness by achieving the minimum passing standards for Texas Success Initiative on relevant sections of the Texas Success Initiative Assessment (TSIA) or be TSI exempt or waived to enroll in a college level course. Students may take the BHC TSI Assessment test at the BHC's Testing Center. A high school student will not be allowed to take a college level course directly related to a failed section of the test, unless TSI exempt or waived.
- C. Each course under this Agreement must be taught using a BHC Common Learning syllabus as an outline. Course Objectives, Competencies,

and 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 grade. Copies of all major examinations will be submitted at the end of the semester to the appropriate division dean at BHC.

- D. BHC 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 BHC policies for continued enrollment in dual credit courses in a following semester.

19. Responsibilities of CFBISD: CFBISD shall:

- A. Provide BHC with all student admission documentation;
- B. Provide BHC with a contact person who will fulfill the duties of a Dual Credit Coordinator including:
 - 1) Assist Students in completing all required admissions documents;
 - 2) Assist with Student orientation;
 - 3) Deliver to BHC in a timely manner all required paperwork including Student transcripts, requests for exceptions, test scores and enrollment documents;
 - 4) Serve as liaison with Students, parents, Turner High School personnel and BHC personnel, and
 - 5) Facilitate the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
- 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.

20. Responsibilities of BHC: BHC shall:

- A. Provide faculty and 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 the DCCCD. DCCCD 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 an annual faculty evaluation in a manner consistent with the BHC faculty – evaluation – process.

21. Instructional Quality: CFBISD will provide or engage qualified personnel to instructional services and coordination activities contemplated by this Agreement. CFBISD 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 the DCCCD and shall undertake to ensure that CFBISD and any person acting by or on behalf of CFBISD in connection with the delivery of the instructional services know, understands and adheres to all such applicable policies, requirements and standards

22. 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. BHC and Turner High School acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. Neither BHC nor Turner 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. BHC and Turner 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"). BHC and Turner 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 a Student and Turner High School employees. BHC Title IX Coordinator shall address any complaint of unlawful discrimination or retaliation on the basis of any protected category and/or any complaint of sexual misconduct, whether occurring on or off campus; between Students, faculty, and staff; or between non-affiliated persons participating in a DCCCD sponsored program or event, including the Dual Credit program. All faculty teaching Dual Credit courses must participate in Title IX Compliance training, available through the BHC eConnect menu for employees.
- 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"): BHC and Turner High School shall collaborate to provide disability services to Students with disabilities in accordance with ADA and Section 504 requirements.

23. 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.

24. Miscellaneous Provisions:

- A. CFBISD shall adhere to:
 - 1) Policies in the DCCCD Board of Trustees ("DCCCD Board") Policies and Administrative Procedures Manual, as applicable;
 - 2) DCCCD 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. BHC will promptly provide CFBISD with a copy of any new or revised Guidelines.
- B. Any DCCCD or BHC-EMS employees and/or agents on any CFBISD campus or facility shall strictly comply with the policies and procedures adopted by the CFBISD Board of Trustees ("CFBISD 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. The relevant 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.

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

26. 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 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.

27. 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.

28. Annual Review of this Agreement: The BHC Executive Dean of Health and Human Services, the EMS Program Director, and the Turner High School Principal, Director, or designee, assigned to the EMT Basic Program will meet to re-evaluate this Agreement on an annual basis.

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

30. 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:

Brookhaven College
Andrew Deibert
Dean, Instructional
Support & Outreach Svc
3939 Valley View Lane
Farmers Branch, TX 75244
Office: (214)860-4241
E-Mail: adeibert@dcccd.edu

CFBISD
Georgeanne Warnock
Associate Superintendent
1820 Pearl St. Bldg. B
Carrollton, TX 75006
Office: (972) 968-6129
E-Mail: warnockg@cfbisd.edu

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

31. 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 good or services already provided.

32. 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.

33. Severability: In the event that any provision of this Agreement is late 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.

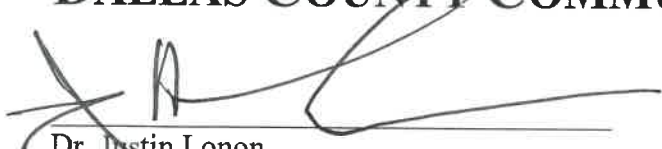
34. Felony Convictions: DCCCD represents and warrants that DCCCD's agents or employees assigned to perform this Agreement have not and will not have been convicted of a felony offense, or that, if such a conviction has occurred or does occur, DCCCD will fully advise CFBISD as to the facts and circumstances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

35. Parol Evidence and Status of Agreement This Agreement contains the entire Agreement between DCCCD and CFBISD and supersedes any prior understandings or oral or written Agreements between DCCCD and CFBISD 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 DCCCD and CFBISD.

36. Signatory Clause: The individuals executing this Agreement on behalf of the DCCCD and CFBISD 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 two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT




Dr. Justin Lonon
Interim President, Brookhaven College

6/20/19

6/24/19
Date

CARROLLTON-FARMERS BRANCH ISD



Dr. John Chapman
Superintendent, Carrollton-Farmers Branch ISD

6/13/2019
Date

