



CONSENT AGENDA ITEM
08/28/2017

TOPIC: Consider Approval of an Interlocal Agreement between Dallas County Community College District and Irving ISD

SUBMITTED BY: Dr. Adam Grinage, Deputy Superintendent of Academic Services, Dr. Laina McDonald, Division Director for 9-12 Schools and Student Services and Jennifer Todd, Director of Guidance, Counseling & College Readiness

BACKGROUND: The purpose of this agreement is to establish a partnership between the Dallas County Community College District and the Irving ISD. As a result of the partnership, the Irving ISD will be able to offer a variety of educational opportunities including, but not limited to, dual credit courses, career and technical education certification programs/courses, student internships and programs for the Adult English and Literacy program.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees approve the Interlocal Agreement between Dallas County Community College District and Irving ISD.

RECOMMENDED BOARD MOTION: I move the Board approve the Interlocal Agreement between Dallas County Community College District and Irving ISD.

Additional Agenda Sheets Attached: Yes

Attachment:

- Interlocal Agreement between Dallas County Community College District and Irving ISD

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
IRVING INDEPENDENT SCHOOL DISTRICT CONCERNING
HIGHER EDUCATION COURSE PROGRAMS

This Agreement, made and entered into by and between the Dallas County Community College District (hereinafter “DCCCD”), a Texas political subdivision of higher education, on behalf of, Brookhaven College, Cedar Valley College, Eastfield College, El Centro College, Mountain Valley College, North Lake College and Richland College (hereinafter referred to collectively as “College”) and Irving Independent School District (hereinafter “IRVING ISD”), a Texas political subdivision of secondary education, on behalf of Irving High School, MacArthur High School, Nimitz High School, Singley Academy, and Cardwell Career Preparatory Center (“hereinafter referred to collectively as “High School”), pursuant to the authority granted in compliance with the provisions under the Interlocal Cooperation Act, Chapter 791, Texas Government Code Annotated, for the provision of higher education courses to IRVING ISD students.

1. Programs. This Agreement contemplates program specific agreements (the “Program Agreements”) between the parties to effectuate the terms and conditions of this Agreement. The Program Agreements shall contain terms and conditions specific to the course(s) of instruction contemplated.
2. 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 Irving ISD as to the facts and circumstances surrounding the conviction.
3. Confidentiality. Any 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, IRVING ISD designates College as a district official with a legitimate educational interest in the

Records and College designates IRVING ISD as an official with a legitimate educational interest in the Records; and

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.
4. Term. Subject to prior termination or revocation of this Agreement as provided in Section 5 of this Agreement, the initial term shall be in full force and effect for a period of one (1) year. This Agreement begins August 21, 2017 and ends on August 11, 2018. It may be renewed for up to three (3), one-year terms. At least sixty (60) days before the expiration of the initial term and any renewal term, IRVING ISD may renew this Agreement upon written approval of DCCCD. The parties may review this program before the expiration of the initial term or any subsequent term thereafter.
5. Termination. Either party may terminate this Agreement on 30 days' written notice to the other party. Termination may occur immediately upon the breach of the Agreement by one of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the College, IRVING ISD, and/or Academy, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. Each of the parties acknowledge and agree that performance by either of them under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by each respective party's Board of Trustees (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board of either party fails to allocate the necessary funds for said party to perform its obligations hereunder, then said party will issue written notice to the other party and either party may terminate this Agreement without further duty or obligation under this Agreement, except, as provided hereinbelow, students will be allowed to finish the courses that they are enrolled in. Each party acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the party. If this Agreement is terminated during an academic term, students will be allowed to finish the courses that they are enrolled in.
6. Assignment. Neither party may assign their interest in this Agreement without the written permission of the other party.

7. Severability Clause. In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
8. Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Title IX Compliance. The College and IRVING ISD have the responsibility to comply with Title IX of the Education Amendment of 1972 ("Title IX"). Both the College and IRVING ISD have a duty and shall work in collaboration for any complaint involving a IRVING ISD student. Consistent with Title IX and DCCCD Board policy and procedures, the College Title IX Coordinator, in coordination and cooperation with the IRVING ISD Title IX Coordinator, shall address any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated person participating in a DCCCD sponsored program or event.
10. 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.
 - 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 signed by both parties. Changes to this Agreement are subject to the approval of the DCCCD Legal Department.
11. **RESPONSIBILITY. DCCCD AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OR OMISSIONS CONSTITUTING NEGLIGENCE AND IRVING ISD AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OR OMISSIONS CONSTITUTING NEGLIGENCE WHICH MAY BE ALLEGED IN CONNECTION WITH ANY AND ALL CLAIMS FOR COSTS, EXPENSES, AND DAMAGES TO PERSON(S) AND PROPERTY THAT MAY ARISE OUT OF OR BE OCCASIONED BY THIS AGREEMENT OR ANY OF ITS ACTIVITIES OR FROM ANY ACT OR OMISSION FROM ANY EMPLOYEE OR INVITEE OF COLLEGE OR IRVING ISD. NOTHING IN THIS PARAGRAPH OR ANY OTHER PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE NOTICE REQUIREMENTS, DEFENSES, IMMUNITIES, AND LIMITATIONS THAT THE DCCCD, COLLEGE OR IRVING ISD MAY HAVE UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY**

FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY THIRD PARTY.

12. 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. Each party to this Agreement:
- A. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County, Texas, in any action arising out of or relating to this Agreement;
 - B. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
 - C. Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.
13. Parole Evidence and Status of Agreement. This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
14. Notice. All notices of other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Irving Independent School District

Dr. Laina McDonald
Division Director
9-12 Schools and Student Services
Irving ISD
2621 West Airport Freeway
Irving, Texas 75062
972.600.5050
lmcdonald@irvingisd.net

Dallas County Community College District

Anna Mays
Associate Vice Chancellor
for Educational Policy and
Student Success
Dallas County Community
College District
1601 Lamar Street
Suite 225
Dallas, Texas 75215
Voice: 214.378.1733
Facsimile: 214.378.1710
amays@dcccd.edu

15. Nondiscrimination. Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual

orientation, gender identity, gender expression, or any other basis prohibited by law.

16. Miscellaneous Provisions:


- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. Under no circumstances shall either party be deemed an employee of the other.
- C. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations.
- D. Transportation to and from College is responsibility of High School and/or Student.
- E. 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.

17. Media and Public Relations. Media and public relations regarding the Program will be managed mutually between DCCCD and IRVING ISD. The ultimate decision in matters involving media and public relations regarding this Agreement or the Program Agreements rests with DCCCD.

18. Signature Clause. The individuals executing this Agreement on behalf of the Dallas County Community College District and the Irving Independent 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.

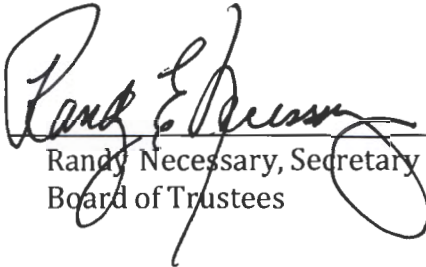
EXECUTED in duplicate original counterparts effective upon the date indicated above.

IRVING INDEPENDENT SCHOOL DISTRICT

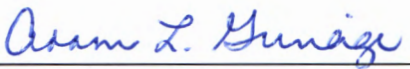
By:  _____
Larry Stipes, President
Board of Trustees

Date: _____

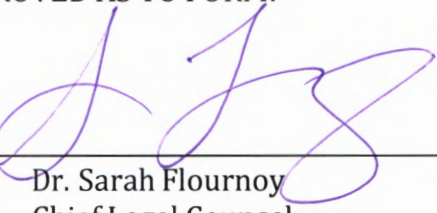
ATTEST:

By:  _____
Randy Necessary, Secretary
Board of Trustees

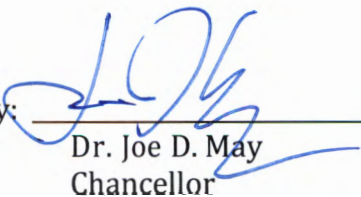

RECOMMENDED BY:

By:  08-29-17
Dr. Adam Grinage
Deputy Superintendent of
Academic Services

APPROVED AS TO FORM:

By:  _____
Dr. Sarah Flournoy
Chief Legal Counsel

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By:  _____  9-19-17
Dr. Joe D. May
Chancellor
Dallas County Community College District
Date