



**AN INTERLOCAL AGREEMENT BETWEEN
TEXAS A&M UNIVERSITY-COMMERCE
AND COMMERCE ISD**

Texas A&M University-Commerce, a member of the Texas A&M University System and an agency of the State of Texas (hereinafter called the “University”), enters into the following Agreement with Commerce ISD (hereinafter called the “School District”) as the representative school district for this program. University and School District may hereafter be individually referred to as “Party” and collectively as “Parties” enter the following Agreement.

WHEREAS the purpose of this agreement is to outline the collaboration of the Parties in the Pride Prep program, as listed above, in creating a pilot program for the delivery of dual-credit courses for advanced 9th graders and a sustainable model for ensuring college readiness of advanced students in rural areas without ready access to dual credit courses.

NOW THEREFORE, the parties to this Agreement mutually agree as follows:

TERM

The term of this Agreement shall commence on June 1st, 2024 and will terminate July 31st, 2027. By mutual consent both parties may renew, amend or extend the Agreement in response to changed external conditions (legislation, accreditation requirements, etc.) or to meet the needs of both collaborators.

SPECIAL ARRANGEMENTS

As stated above, small rural school districts have difficulty in finding dual credit courses for their advanced students due to their small numbers. Pride Prep is a program designed to consolidate this effort by offering dual credit courses to advanced students in area rural school districts in and around the University at one location. Most of these school districts will have two or fewer students eligible for this program, if any at all, thus requiring this collaborative approach to reach a critical mass of students. Commerce ISD is the school collaborator as it is providing the space for the program, but students will come from other school districts. One of the nuances for this program is the school districts involved may change from year to year based on whether a school district has any eligible students admitted to the program. The school districts involved are not involved in setting the academic standards for the program. That is the sole responsibility of Texas A&M University-Commerce.



All Pride Prep students will be enrolled in courses that satisfy the Texas Core Curriculum at A&M-Commerce.

PROVISION OF COURSES AND APPROPRIATE COURSE OFFERINGS

The University and the School District will collaborate to deliver dual credit courses applicable to the Texas Core Curriculum, or other such academic program of the University as mutually agreed. Dual Credit courses will follow guidelines published by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the Texas Higher Education Coordinating Board, the Texas Administrative Code, and Texas A&M University-Commerce policy, 11.99.99.R0.01 Standards and Criteria for Off-Campus and Self-Supporting Courses and Programs.

Extension of these opportunities meets statewide goals established under the Texas Higher Education Coordinating Board's strategic plan (60x30), specifically:

- 1.) Supports the goal of sixty percent of Texans aged 25-34 will have a certificate or degree by 2030.
- 2.) Supports the goal of 550,000 to complete a degree annually by 2030.
- 3.) Supports the goal of all Texans who have completed an academic program doing so with possession of identifiable marketable skills.
- 4.) Supports the goal of student loan debt not exceeding sixty percent of first year wages for those completing a certificate or degree by 2030.

Courses will be readily transferrable in compliance with applicable Texas state statute(s), Texas administrative code(s), and regulations.

The School District will provide a list of high school curriculum equivalencies for those courses being taken as dual credit. This list of equivalencies will be included as "Attachment A" which is appended to this Agreement. The University and School District will collaborate annually in selection of courses to ensure compliance with state core curriculum, course transfer, and high school graduation requirements.

COURSE COMPLIANCE

The University is responsible for involving full-time teaching faculty in the process of selecting and implementing University courses. This includes ensuring that course goals and standards are understood, and that the same standards of expectation and assessment are applied where University courses are offered. Courses offered for dual credit must include the same content and rigor as courses taught to other college students, utilizing the same curriculum, policies, and



instructors with similar if not same qualifications. The University will designate staff/personnel to monitor the quality of instruction to assure compliance with the Course Articulation Agreement (Attachment A) and the standards established by the State, applicable Accrediting Body, the University, and the School District. Provision of dual credit will be in accordance with the provisions of Texas Administrative Code, Title 19 “Education,” Pt. 1, Chapter 4, Subchapter D.

ENROLLMENT

In Texas Administrative Code Title 19 “Education,” Part 1, Chapter 4, Subchapter D, Rule §4.85 students will take the required exams and must receive a minimum required score, complete the application, and submit to an interview in order to be admitted into the program. The School district must supply an official electronic copy of each dual credit student’s high school transcript/8th grade report card for admission to the University. Upon mutual agreement, the University will assist with enrollment at least one time per semester for all students who are qualified and who wish to enroll in academic dual credit courses. Students must complete the first course in a course sequence (i.e. ENG 1301/1302) with a C or better to proceed to the next course.

This Agreement does not constitute a joint or dual degree program under SACSCOC Principle 10.9.

COURSE SCHEDULE

. The program will offer three credits each semester in grades 9 through 10 on the Commerce High School campus. In grades 11 and 12, the program will offer six credits each semester on the University campus

ADMISSIONS REQUIREMENTS

Entering high school students must meet the following criteria to be considered for admission to the program. The program is capped at 30 each admission cycle so admission is competitive.

- **Have minimum test scores:** Students entering 9th grade each year must have minimum passing scores on the approved examinations as established by SACSCOC, the Texas Higher Education Coordinating Board, and the Texas Administrative Code.
- **Have exhibited the maturity and social behavior necessary for college level courses:** Students must exhibit the maturity and social behavior necessary to participate in a college-level course. Students with prior disciplinary or attendance problems, as defined by the Texas Education Code, section 25.092 Minimum Attendance for Class Credit, are not eligible to enroll in more than 6 hours of dual-credit courses. This program will utilize an interview process to assist in determining this requirement.
- **Have support from school counselor and/or principal.**

INSTRUCTORS, FACULTY AND ADMINISTRATION



Secondary Partnerships and Initiatives

A&M-COMMERCE

School District and University will be responsible for evaluating instructor credentials to ensure they meet all state and regional requirements, including, but not limited to Texas Higher Education Coordinating Board (THECB) and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). School District instructors must meet state certification requirements in their subject area to teach in the state of Texas. University faculty will meet the requirements necessary to teach courses for the University. University is accredited by SACSCOC, and all instructors of records for courses in this articulated program shall be in compliance with criteria as described in SACSCOC Principle 6.2.a. of the SACSCOC Principles of Accreditation.

The University shall supervise and evaluate University faculty teaching dual credit courses using the same or comparable procedures used for faculty at the main campus of the University.

Qualified School District faculty teaching University courses will utilize approved course materials, follow University guidelines on syllabi and other instructional materials, and all such other applicable guidelines and policies.

Additional Requirements:

- 1) All dual credit instructors are responsible for completing all appropriate University employee training.
- 2) All dual credit instructors must participate in University core curriculum assessment activities as required by University procedures and processes.
- 3) Issues arising regarding faculty teaching University courses, quality of such courses, or student issues developing in the context of such courses will be reported by the School District principal as soon as possible to the Associate Provost of the University.
- 4) The University and the School District commit to a collaborative working relationship regarding delivery of dual credit instruction.
- 5) The School District will regard dual credit courses taught for the University by the School District's qualified faculty as a part of that faculty member's contractual teaching load for the School District.
- 6) The University will compensate qualified School District faculty for teaching University dual credit courses. The University reserves control of course content and maintains such other standard expectations it has of its own faculty for those qualified School District personnel teaching dual credit courses.

The University will pay the salary of University faculty who teach the dual credit college courses. Should issues arise regarding university faculty, quality of courses, or student issues, the School District principal will report as soon as possible to the Pride Prep program manager.



HIGH SCHOOL ORGANIZATION AND FACILITIES

Computers will be provided by the School District for use by students and connectivity to the University's course management system will be available for student use.

TUITION AND FEES

Effective January 1, 2024, the University and School District agree to a revised tuition structure reflecting the University's decision to adhere to principles of the Financial Aid for Swift Transfer (FAST) Program, promulgated in HB 8 (Texas Legislature, Eighty-eighth Regular Session). FAST provides for state support for dual credit tuition for students on the National School Lunch Program. For the purposes of our Agreement:

- 1) The University will share student names and identification information to the Texas Higher Education Coordinating Board (THECB) which will, in turn, share with the Texas Education Agency (TEA).
- 2) The TEA will confirm which students are a part of the National School Lunch Program with the THECB, and the THECB will share that information back to the University.
- 3) The THECB will pay the University the current rate set by the THECB for each student who *is* a part of the National School Lunch Program.
- 4) The District and University will work together to streamline and ensure accuracy of dual credit enrollments, class rolls, and billing:
 - ISD will pay University upon receiving invoice after census date, at a rate no greater than THECB set rate per student for current academic year.
 - University will bill ISD after census date for all students not eligible for FAST program, at the current THECB set rate for the academic year.

The University's performance of duties under this Agreement is specifically contingent upon receipt of adequate funding from the State of Texas and its other funding sources, if applicable and available. The Parties will each bear their own expenses.

BOOKS AND SUPPLEMENTAL MATERIALS

All textbooks and supplemental materials required for classes will be the responsibility of the School District. The University and the School District commit to working together to manage



costs of instructional materials. The University will work with the School District to provide timely notice of required books and materials for each course offered the School District's students.

Students are eligible for a campus-wide ID to access campus facilities. These can be purchased on campus for \$10.

SUPPORT AND GUIDANCE

Dual credit students are eligible to receive all support services provided to University students.

Dual credit students needing accommodation or support for disabilities must register and provide appropriate documentation to the University's Office of Student Disability Resources and Services. The office can be contacted at 903-886-5150.

Specific support and guidance provided as a part of the program include the following:

- 1.) Annual dual credit orientation events for parents and students in collaboration with the School District.
- 2.) The School District will collaborate with the University in hosting application days to ensure prospective dual credit students apply to the University promptly.
- 3.) The School District will collaborate with the University to host and promote annual dual credit parent and student informational and advising events to guide students towards appropriate course selection, per state law.
- 4.) It is understood by both parties that all students receiving a degree from University must comply with SACSCOC Principle Section 9, items 4 and 5 of the Principles of Accreditation. Principle 9.4 requires that "at least 25% of the credit hours required for an undergraduate degree are earned through instruction offered by the institution awarding the degree" while Principle 9.5 requires "at least one-third of the credit hours required for a graduate or a post-baccalaureate professional degree are earned through instruction offered by the institution awarding the degree. Additional courses may be required to meet this Principle.

GRADING POLICY

University grades for dual credit courses will be entered as letters (A, B, C, D, F, Q, W) for University purposes. However, University faculty members will provide School District personnel with numerical representations of those grades at the conclusion of each course. The School District will use those numerical grades for School District grading purposes. The School District accepts responsibility for addressing parent concerns about numerical grades.

INSTRUCTIONAL SCHEDULE AND CALENDAR

The University calendar will be followed, and the courses will be delivered by instructional mode agreed to by both parties. Where conflicts arise between the University and School District



schedules, the two parties will work toward a compromise that benefits students. To better ensure course appropriateness and availability, the University and School District will work together to establish dual credit offerings and schedules for the coming academic year each year by May 31.

CONDUCT

Students are required to adhere to University and School District regulations regarding facilities and equipment usage, and the University and School District codes of conduct as well as the applicable A&M System rules, regulations, policies, and procedures. Failure to do so will subject the student to appropriate action taken by the School District and the University, including without limitation suspension and dismissal. Students are responsible for understanding and following the principles of academic honesty.

COMPLIANCE WITH LAWS

All signatories to the Agreement will be responsible for complying with applicable Federal, state and local laws, rules, and mandatory policies and guidelines.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT, 20 U.S.C. § 1232G (“FERPA”):

The University 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. In accordance with 34 CFR § 99.34(b), if a Student is enrolled simultaneously in the University and School District pursuant to this Agreement, the Parties may share information regarding the Student. Subject to FERPA, neither University nor School District 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. University 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.

MODIFICATION OF THE AGREEMENT

This Agreement may be modified and amended only by mutual agreement of the parties in writing, and any such modification or amendments shall be attached and become a part of this Agreement as set forth herein.

GOVERNING LAW AND VENUE



The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against University is to be in the county in which the principal office of University's governing officer is located.

TERMINATION OF THE AGREEMENT

The University and School District reserve the right to terminate this Agreement upon service of written notice to the other party 30 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 30-day period expires.

(SIGNATURES TO FOLLOW ON NEXT PAGE)



Secondary Partnerships and Initiatives

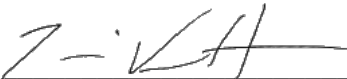
A&M-COMMERCE

IN WITNESS WHEREOF, the collaborators have duly approved this Agreement, as of the Effective Date.

On behalf of the School District:

<u>Charlie Alderman</u>	08/26/2024	_____
Charlie Alderman (Aug 26, 2024 13:33 CDT)		
Charlie Alderman, Superintendent		Date

On behalf of the University:

<u></u>	08/26/2024	_____
Dr. Tammi Vacha-Haase, Provost and Vice-President, Academic Affairs		Date

<u></u>	08/26/2024	_____
Dr. Ricky Dobbs, Senior Provost, Academic Affairs		Date

<u>Nikki Shuylor-Steele</u>	08/26/2024	_____
Nikki Steele, Executive Director of Secondary Partnerships & Initiatives		Date

<u></u>	08/26/2024	_____
Contract Administration		Date



**Attachment A:
Course Articulation Agreement Commerce
High School Courses**

TAMUC Course	TAMUC Course Title	TAMUC Credits	High School Course Name (s)
History 1301	United States History 1	3	US History
History 1302	United States History 2	3	US History
English 1301	College Reading and Writing	3	English 3 or 4
English 1302	Written Argument and Research	3	English 3 or 4
English 2326	Intro to Literature	3	English 4
Political Science 2305	U. S. Government	3	US Government
Political Science 2306	Texas State and Local Government	3	Political Science
Math 1314	College Algebra	3	Independent Study in Math
Theater 1310	Introduction to Theatre	3	Theater 4
Psychology 2301	Introduction to Psychology	3	Psychology
Economics 2301	Principles of Macro Economics	3	Economics
Math 1342	Elementary Statistics	3	Statistics