



**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, an Agency of the State of Texas (herein called the “University”) and Commerce ISD (“ISD” or “School District”), a Texas charter school district, on behalf of Commerce High School (“High School”). The High School and College 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, as listed above, in creating a program for the delivery of dual-credit courses and a sustainable model for ensuring college readiness,

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 Parties.

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:



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- 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 under applicable Texas state statute 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” 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 include 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 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

Students must demonstrate readiness for college-level work by taking the required college placement exams and meeting the minimum score requirements as determined by the University to enroll in University courses. Those criteria are delineated in Texas Administrative Code Title 19 “Education,” Part 1, Chapter 4, Subchapter D, Rule §4.85. School district must supply an official electronic copy of each dual credit student’s high school transcript 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.



INSTRUCTORS, FACULTY AND ADMINISTRATION

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. A&M- Commerce is accredited by the Southern Association of Schools and Colleges Commission on Colleges (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 instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the college.

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:

- 1) All dual credit instructors are liable 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 principal as soon as possible to the Associate Provost.
- 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.

HIGH SCHOOL ORGANIZATION AND FACILITIES



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

TUITION AND FEES

Effective January 1, 2024, the University and 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 addendum is specifically contingent upon receipt of adequate funding from the State of Texas and its other funding sources.

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 University students.



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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.) Dual credit students meeting state exemptions, exceptions, and waivers, or college preparatory courses under Texas Education Code §28.014 for the TSI are exempt for a period of twenty-four (24) months from the date of high school graduation with respect to the content area of the course. Texas A&M University-Commerce accepts college preparatory courses completed through the Texas College Bridge program.
- 3.) The School District is responsible for administering the TSI assessment to its students and providing their test scores to the University.
- 4.) The School District will collaborate with the University in hosting application days to ensure prospective dual credit students apply to the University promptly.
- 5.) 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.
- 6.) 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. Failure to do so will subject the student to appropriate action taken by the School District and the University, including 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.

INSURANCE AND INDEMNIFICATION

To the extent authorized by the Constitution and the laws of the state of Texas, in consideration of the performance by both parties of this Agreement, all agents, servants, and employees of the other party from and against any and all claims, debts from either (1) claimed or actual defects in premises owned by the other party and used in the performance of this Agreement; (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement controlled by the School District and used in the performance of this Agreement; (3) any acts or omissions of the School District, its agents, servants, or employees, in the performance of this 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 collaboration as set forth herein.

DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Agreement. If the Contractor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

GOVERNING LAW AND VENUE



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The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Hunt County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

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 90 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 90-day period expires.

(SIGNATURES TO FOLLOW ON NEXT PAGE)



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

On behalf of the School District:

Charlie Alderman
Charlie Alderman (May 28, 2024 08:13 CDT)
ISD Administration

May 28, 2024

Date

Texas A&M University-Commerce

T. V. Haase

May 30, 2024

Dr. Tammi Vacha-Haase, Provost and Vice-President, Academic Affairs

Date

Ricky Dobbs

May 28, 2024

Dr. Ricky Dobbs, Senior Provost, Academic Affairs

Date

Nikki Shuyler-Steele

May 24, 2024

Nikki Shuyler-Steele (May 24, 2024 09:48 CDT)

Nikki Steele, Executive Director of Secondary Partnerships & Initiatives

Date



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Attachment A:

Independent School District:	
High School:	
Pathway:	
Cohort Year:	

High School Courses

9th Grade	
Fall	Spring
10th Grade	
Fall	Spring
11th Grade	
Fall	Spring
12th Grade	
Fall	Spring



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College Courses

9 th Grade	
Fall	Spring
10 th Grade	
Fall	Spring
11 th Grade	
Fall	Spring
12 th Grade	
Fall	Spring