

9.20

<b>FOR USE BY BOARD SERVICES OFFICE</b>	
BOARD FILE#:	_____
AMENDED DATE:	_____(See Minutes)

Meeting Type: Board Meeting Meeting Date: June 27, 2024  
 Policy Reference: CH Local

**CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN TEXAS A&M UNIVERSITY - COMMERCE AND DALLAS INDEPENDENT SCHOOL DISTRICT RELATING TO W.T. WHITE B-TECH EARLY COLLEGE HIGH SCHOOL (JUNE 27, 2024 - AUGUST 31, 2025 WITH THE OPTION TO RENEW FOR TWO (1) YEAR TERMS/ NOT TO EXCEED \$523,000/ GENERAL OPERATING FUNDS) AND WAIVER OF CH (LOCAL) THAT REQUIRES THAT VENUE BE IN DALLAS COUNTY, TEXAS**

• Justification:	W.T. White B-TECH Early College High School is an Early College High School that provides an opportunity to earn both a high school diploma and an Associate degree. CH (Local) requires that venue be in Dallas County, Texas. The District seeks a waiver of this requirement, as this program requires venue to be in Hunt County. By waiving CH (Local), the District may participate without violating Board policy.					
• Historical Spend Information:	N/A					
• Bid/RFP Statistics and Information:	Received:	N/A	M/WBEs:	N/A	• Bid/RFP #:	• Opening Date:
	Compliant:	N/A	M/WBEs:	N/A	N/A	N/A
• M/WBE Information:	In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at _____ % of the contract amount. <input type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> M/WBE vendor <input type="checkbox"/> Committed to achieving _____ % <input type="checkbox"/> Multiple M/WBE vendors #					
• Recommended Vendor(s):	Texas A&M University - Commerce					
• Contract Type:	Interlocal Agreement					
• Contract Term:	June 27, 2024 - August 31, 2025 with the option to renew for two (1) year terms					
• Lowest Responsive Bidder(s):	N/A			• Sole Source Vendor: N/A		
• Funding Information:	General Operating					
<input type="checkbox"/> Budget Approval NA (Budget Department Approval Required)	Request #:	N/A	PO #:	N/A	Project Order #:	N/A

• Contact Information:  
 Name: Cheryl Nevels, Ed.D. Title: Deputy Chief of College Readiness  
 Department: Postsecondary Partnerships & Programs Phone #: (972) 925-5478

BE IT RESOLVED BY THE DALLAS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES: The Board Of Trustees Approves The Interlocal Agreement Between Texas A&M University - Commerce And Dallas Independent School District Relating To W.T. White B-TECH Early College High School (June 27, 2024 - August 31, 2025 With The Option To Renew For Two (1) Year Terms/ Not To Exceed \$523,000/ General Operating Funds) And Waiver Of CH (Local) That Requires That Venue Be In Dallas County, Texas

The Board action shall take effect immediately upon passage unless otherwise noted.

• Detailed Information Sheet(s) attached:  Yes  No

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**INTER LOCAL AGREEMENT BETWEEN**  
**TEXAS A&M UNIVERSITY-COMMERCE**  
**AND**  
**DALLAS INDEPENDENT SCHOOL DISTRICT RELATING TO**  
**W.T. WHITE HIGH SCHOOL B-TECH**

THIS INTER-LOCAL AGREEMENT (hereinafter referred to as "ILA") is made and entered into by and between Texas A&M University-COMMERCE (hereinafter referred to as "A&M-COMMERCE"), a Texas institution of higher education, located at 2200 Campbell Street, COMMERCE, TX 75429, and Dallas Independent School District, (hereinafter "Dallas ISD"), a Texas Political subdivision of secondary education, pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties have agreed to this ILA regarding the development of a dual-credit agreement with A&M-COMMERCE;

WHEREAS, Services under this ILA are targeted toward W.T. White High School B-TECH (hereinafter W.T. WHITE) senior-classified students enrolled in Dallas College's AS/AAT programs; and

WHEREAS, under this ILA, students will complete their senior year dual-credit courses with A&M-COMMERCE at its off-campus instructional site at 8750 N. Central Expressway, and those courses would in turn reverse transfer to Dallas College to complete the aforementioned AS/AAT programs; and

WHEREAS, it is the intention of the parties this partnership shall be operated in accordance with all legislation, rules and regulations intended to govern dual credit partnerships between higher education institutions and independent school districts, as well as Texas A&M University System, A&M-COMMERCE, and Southern Association of Colleges and Schools, Commission on Colleges (hereinafter "SACSCOC") principles, policies and procedures governing such relationships.

NOW, THEREFORE, the parties to this ILA mutually agree to the following Agreement and Attachments which are incorporated into this Agreement:

1. **Guiding Principles:** A&M-COMMERCE and Dallas ISD alliance will function with the following principles:
  - A. Establishment of a mutually beneficial partnership between A&M-COMMERCE

and Dallas ISD that allows a flexible and creative response to the mission, as well as the organizational, and fiscal needs of both institutions.

- B. Collaboration in planning, implementation, and continuous improvement of dual credit programs including the provision for faculty, staff, and administration, as well as curriculum development; training and student services.
- C. Provision of rigorous college courses for students with established college readiness under Coordinating Board rules relating to college readiness and provision of dual credit courses.
- D. Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- E. Selection of dual credit students in a manner that aligns with the admissions and other academic policies of Dallas ISD, Dallas College, and A&M-COMMERCE.
- F. Follow Texas Higher Education Coordinating Board Rules relating to Dual Credit found in Texas Administrative Code, Title 19, Pt. 1, Chapter 4, Subchapter D, Rule §4.84.
- G. Collaborate to ensure that the rigor, academic requirements and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.
- H. The following attachments are attached and incorporated by reference to this II A and by the reference indicated:
  - I. A&M-COMMERCE and W.T. WHITE Dual Credit Guidelines as Attachment A.”
  - II . The Dual Credit Course Matrix attached hereto as "Attachment B".
  - II I. A&M-COMMERCE and W.T. WHITE dual credit pricing structure as “Attachment C.”

## 2. Statewide Goals for Dual Credit

Pursuant to Texas Education Code, section 28.009, A&M-COMMERCE and Dallas ISD set forth the following goals for dual credit to align with statewide goals for dual credit programs in Texas, as prescribed by the THECB and the TEA.

### Goal 1- Outreach Efforts

- A. A&M-COMMERCE and Dallas ISD shall provide online dual credit information to the public.
- B. A&M-COMMERCE and Dallas ISD dual credit and advising staff shall provide dual credit information sessions at W.T. WHITE.
- C. A&M-COMMERCE Undergraduate Admissions Office will collaborate with W.T. WHITE and Dallas ISD to assist with recruitment of students and to provide students and families with information about A&M-COMMERCE colleges and educational opportunities.
- D. Recruitment and enrollment processes will be determined through mutual consent of A&M-COMMERCE, W.T. WHITE, and Dallas ISD consistent with the respective entities practices, policies, and procedures.

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Goal 2 - Student Transition to and Acceleration Through Postsecondary Education

- A. A&M-COMMERCE will provide orientation sessions to introduce qualified W.T. WHITE students and families to dual credit, A&M-COMMERCE academic programs available to W.T. WHITE graduates, student support services, and extra-curricular activities.
- B. A&M-COMMERCE tours and activities will be provided to W.T. WHITE students throughout the academic year to prepare for the transition to the College.
- C. Students may take approved dual credit courses that apply toward the core curriculum and/or, or an Associate of Applied Science with Dallas College. A&M- COMMERCE courses shall also apply to the appropriate undergraduate programs with which the Dallas College AS/AAT programs are most directly aligned. College courses, certificates and degree plans are available within the A&M- (OMMERCE's online catalog.
- D. Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificate and/or degree plan.
- E. A&M-COMMERCE and W.T. WHITE provide high school and college degree completion information to students.

Goal 3- Academic and College Readiness Advising and Support Services

- A. A&M-COMMERCE, Dallas College, and Dallas ISD shall provide students with career information, degree and certificate options, and academic advising.
- B. A&M-COMMERCE, Dallas College and Dallas ISD shall provide students with support services to include college success workshops, learning support and tutoring centers, academic advising and career workshops.

Goal 4- Course Quality and Rigor

- A. Content of course will be college-level and Dallas ISD Students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, W.T. WHITE- A&M-COMMERCE Dual Credit Guidelines.
- B. Dual credit courses must demonstrate the same quality and rigor as A&M-COMMERCE courses.
- C. A&M-COMMERCE shall ensure that dual credit courses and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method rigor of student evaluation.
- D. Dallas ISD students must maintain satisfactory academic performance in the program; earn grades of A, B or C in all college courses;
- E. Academic policies applicable to courses taught at A&M-COMMERCE's main campus shall also apply to dual credit courses.
- F. A&M-COMMERCE shall provide a course of study that enables participating students the opportunity to complete high school graduation requirements and earn applicable hours towards a Dallas College associate degree or up to 60 semester credit hours toward a baccalaureate degree. A four-year crosswalk must be in place detailing how students will progress toward this goal including

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alignment of high school and college level courses. This crosswalk must provide pathways to a certification, an associate degree, or a baccalaureate degree and most follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual (ACGM) and/or the Workforce Education Course Manual (WECM).

**3. Scope of Agreement and Limitations of Authority:** The Scope of the Agreement and the parties agree as follows:

- A. Purpose: The purpose of this agreement is to provide applicable dual credit courses an eligible W.T. WHITE students so that the students receive course credit for the course(s) from both the college and high school. The partnership represents a three way-partnership with Dallas College, A&M-COMMERCE, and Dallas ISD. A&M-COMMERCE shall provide quality courses and instruction by University faculty to W.T. WHITE students during their senior year. Dallas College agrees to accept those courses in reverse transfer and apply to the respective AS/AA°T degrees cited earlier in this agreement. Courses enumerated under this agreement (see Attachment B) will be offered at A&M-COMMERCE's off campus instructional site at 8750 N. Central Expressway.

**B. Awarding Credit for Courses:**

A&M-COMMERCE will award credit for courses for which Dual Credit Course Articulation Agreements have been approved. A list of aligned high school and college courses are incorporated into this Agreement by reference as Attachment B. These courses shall have been evaluated and approved through the official A&M-COMMERCE curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level. Dual Credit will only be awarded for courses aligned and approved as reflected on the Dual Credit Course Articulation Agreement. Within the scope of this provision, but not later than ten (10) business days prior to the start of the semester, courses may be added or revised only within the following parameters without the necessity for Board approval:

- a. Through an oversight, the parties inadvertently omitted classes from the course matrix that they previously agreed to include,
- b. A typographical, transcription relating to course identifiers, or other minor editing errors,
- c. If the State or Higher Education partner changes course offerings, then the appropriate change may be made,
- d. Revisions to the Attachment B may be included annually and included in approved renewal agreements.

A&M-COMMERCE shall be solely responsible for properly documenting all information on the course matrix.

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While Dallas College may award an Associate's degree and A&M-Commerce may award a baccalaureate degree to a student completing all of the requirements, this Agreement does not constitute a joint degree program under SACSCOC Principle 10.9.

A student shall be required to comply with all requirements prescribed by applicable law or A&M-COMMERCE for continued enrollment in dual credit courses in a following semester.

**C. Reverse Transfer:** The Registrar or other office at A&M-COMMERCE will collaborate with the District Office of Academic and Student Records at Dallas College district office to share information, as permitted by law, about students enrolled at (the "University") who could have sufficient hours to receive an Associate's degree from Dallas College. (The Registrar or other office at the University) will:

- (1) process the reverse transfer transcripts in both the Fall and Spring semesters after grades have been posted and after students have met 60 credit hours.
- (2) ensure the student's last four digits of the social security number and date of birth are indicated on the transcripts, and
- (3) use National Clearing House, Greenlight, student permission through the ApplyTexas application, or an additional form to send all reverse transfer transcripts to the following address:
- (4) Dallas College District Office of Academic and Student

Records: Attention: Veronica Montero  
1601 South Lamar Street  
Dallas, Texas 75215-1816

**D. Duties of A&M-COMMERCE:**

- (1) Involve instructional deans and full-time faculty who are teaching in the appropriate disciplines in overseeing A&M-COMMERCE course selection and implementation in the high schools;
- (2) Ensure that course guidelines are followed;
- (3) Apply the standards of expectation and assessment uniformly in all venues where the A&M-COMMERCE offers courses;
- (4) Designate personnel to monitor the quality of instruction in order to assure compliance with the Dual Credit Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, and Dallas ISD
- (5) Pay salaries of A&M-COMMERCE instructors who teach college courses;
- (6) Provide an area per Dallas ISD, state and federal requirements that students may eat the breakfast and lunch meals that Dallas ISD provides, as enumerated under paragraph 2.D. (5)., Infra, of this IA; provided, further, that students, faculty and staff of Dallas ISD shall have access, subject to the terms and conditions of this IA, to common areas of the A&M-COMMERCE off-campus instructional site, including, but not limited to:

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- a. Student lounge;
  - b. Study areas;
  - c. Library;
  - d. Student Wellness Center; and
  - e. Vending machine accommodations;
- (7) Collaborate with Dallas ISD employees serving as administrators on the A&M-COMMERCE off-campus instructional site pertaining to areas such as:
- a. Scheduling logistics
  - b. Recruiting
  - c. Testing
  - d. Enrollment
  - e. Advising
  - f. Conduct
  - g. Counseling
  - h. Student Health Services
  - i. Promotion and transition of dual credit students
  - j. Co-curricular activities
  - k. Summary reports
  - l. Evaluation/Assessment
- (8) Provide the same level of security to high school students that it provides to A&M-COMMERCE students while attending courses on the A&M-COMMERCE off-campus instructional site.
- (9) Collaborate with Dallas ISD employees serving as administrators on the A&M-COMMERCE off-campus instructional site; and
- (10) Consult with A&M-COMMERCE faculty who are teaching dual credit students for feedback, suggestions and to offer professional development;
- (11) It is understood by both parties that all students receiving a degree from A&M-Commerce 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.

**E. Duties of Dallas ISD:** Dallas ISD shall have the following duties:

- (1) Provide the A&M-COMMERCE with all academic information regarding each student regularly; such as:
  - a. EOC scores
  - b. Eligibility for promotion
  - c. Standardized test scores
- (2) When necessary, provide transportation for students to and from the A&M-COMMERCE off-campus instructional site at 8750 N. Central Expressway; and
- (3) Provide breakfast and lunch to students who participate in the program under this Agreement.
- (4) Ensure that any student taking college and dual credit courses as a 12th grade level

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student at the A&M-COMMERCE off campus instructional site has met all eligibility requirements therefore, as enumerated in "Attachment A", or as prescribed by applicable law, rules, and regulations. Any student who has not met the eligibility requirements, as described hereinabove, shall be directed to discuss their options with the Principal or designee.

- (5) Ensure that all Dallas ISD high school courses are in the students' Individual Graduation Plan for Dual Credit.
- (6) Ensure that all students who will take college and/or dual credit courses on the A&M-COMMERCE off campus instructional site shall be provided with, or shall have, transportation to and from the A&M-COMMERCE off-campus instructional site. A&M-COMMERCE shall have no responsibility for transportation of students.
- (7) Ensure that all students obtain a campus identification card through the Lion Card office via email at [lioncard@tamuc.edu](mailto:lioncard@tamuc.edu) and/or by phone 903-468-6022.

**F. Grading Periods and Policies:** Semester grades and grading policies will be outlined in each instructor's course syllabus. W.T. WHITE personnel are responsible for advising students concerning academic progress in the high school component of the course.

1. The A&M-COMMERCE Registrar will provide appropriate security and confidentiality measures for the reporting and posting of A&M-COMMERCE grades and the maintenance of transcripts.
2. W.T. WHITE students are expected to meet academic standards for A&M-COMMERCE completed coursework. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 are considered scholastically deficient and can be placed on academic probation or suspension. Further coursework will be determined based upon criteria agreed upon by B-TECH and A&M-COMMERCE leadership. All grade points earned by a student will be included in the computation of the cumulative grade point average. In the case of a repeated course, the best grade recorded (as long as taken during or after Fall 2019) will be used in the computation.
3. The following grading system is used at A&M-COMMERCE A (Excellent)= 4.0 Grade Points Per Semester Hour; B (Good)= 3.0 Grade Points Per Semester Hour; C (Satisfactory) =2.0 Grade Points Per Semester Hour; D (Minimum Passing) = 1.0 Grade Points Per Semester Hour; F (Failing)" 0.0-Grade Points Per Semester Hour; X (Incomplete) = Not Computed Grade Points; and W (Withdraw) = Not Computed Grade Points.

**G. Faculty:** Faculty meeting Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements will be provided by A&M-COMMERCE. A&M-Commerce is accredited by the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC), and all A&M-Commerce instructors of records for courses in this articulated program are in compliance with criteria as described in

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SACSCOC Principle 6.2.a. of the SACSCOC *Principles of Accreditation*.

**H. Classroom and Office Facilities:**

- (1) All A&M-COMMERCE dual credit courses under this agreement shall be taught at the off-campus instructional site at 8750 N. Central Expressway.
- (2) Students shall obtain an A&M-COMMERCE identification card.

**I. Tuition and Fees: In accordance with A&M-COMMERCE Policies:** Dallas ISD will pay the required tuition and fees for W.T. WHITE students enrolled in dual credit courses at A&M-COMMERCE based on the Dual Credit Course Articulation Agreement and negotiated rate for tuition and fees.

- (1) Dallas ISD will only pay tuition costs for students enrolled in the W.T. WHITE B-TECH program based on the number of credit hours the student is eligible for and enrolled in based upon their high school dual credit plan each semester. The amount of tuition and fees charged will be equal to or less than the rates approved by the Texas A&M University System Board of Regents. The annual fees will be included in Attachment C.

**J. Books and Supplemental Materials:**

- (1) Based on the mutually agreed upon curriculum aligned plan, A&M-COMMERCE approved textbooks, syllabi, course curriculum and course outlines, applicable to the courses when taught by A&M-COMMERCE or other instructional venues, shall apply to the courses available under this ILA.
- (2) Based on the mutually agreed upon curriculum aligned plan, A&M-COMMERCE approved textbooks may be used for the time period consistent with A&M-COMMERCE practices, but not fewer than 2 years.
- (3) A&M-COMMERCE will purchase textbooks, class materials, supplies and other required materials mentioned in Attachment C, directly from suppliers and bill costs to Dallas ISD.

**K. Instructional Calendar:** A&M-COMMERCE and Dallas ISD will establish an instructional calendar that is consistent with the mutual needs and requirements of both parties.

**L. Student Code of Conduct:** Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the A&M-COMMERCE Student Code of Conduct should be reported in writing to the high school administrator. Disciplinary action is then taken by the W.T. WHITE Principal in coordination with the A&M-COMMERCE Dean of Students. In addition, the College may refuse to admit students with disciplinary problems. W.T. WHITE students, faculty and staff shall adhere to:

- (1) Policies of Dallas ISD;
- (2) Policies of A&M-COMMERCE.

**1. Title IX Compliance:** A&M-COMMERCE and Dallas ISD have the responsibility to comply with Title IX Compliance. Both the College and Dallas ISD have a duty and shall

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work in collaboration for any complaint involving a Dallas ISD student. Consistent with Title IX of the Education Amendments of 1972 and A&M-COMMERCE Policies, the college 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 persons participating in a A&M-COMMERCE sponsored program or event.

2. **Liability of Parties:** Without waiving any defenses including governmental immunity, each party to this IA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this IA or any of its activities or from any act or omission of any employee or invitee of the parties of this IA. The provisions in this paragraph are solely for the benefit of the parties to this IA and are not intended to create or grant any rights, contractually or otherwise to any third party.
3. **Term:** The initial term of this IA is in full force and effect beginning on June 27, 2024 through August 31, 2025. At least thirty days before the expiration of the initial term and any subsequent renewal terms, A&M-COMMERCE and DALLAS ISD shall review this IA and may renew it for up to two consecutive one-year terms, upon written approval of A&M-COMMERCE and DALLAS ISD.
4. **Modification of Agreement:** This Interlocal 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 if set forth herein.
5. **Assignment:** Neither party may assign their interest in *this* IA without the written permission of the other party.
6. **Dispute Resolution:** If any Party fails to perform its obligations under this Agreement, the Parties agree to resolve the issue informally to the extent possible. The Parties will consider the details of the nonperformance issue, assess if there are past issues of non-performance, determine duration and level of non-performance, and negotiate in good faith a mutually agreeable solution.
7. **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.
8. **Governing Law and Venue:**

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 of 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.
9. **Miscellaneous Provisions:**
  - A. None of the parties shall have control over the other party with respect to its hours, times, employment, etc.
  - B. 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. Parties to this IA shall comply with all Federal, State and local laws.

C. If the Texas Higher Education Coordinating Board adopts new guidelines for dual credit partnerships during the term of this IA, the new guidelines shall prevail and shall cause the parties to execute an amendment to the IA if necessary.

D. A&M-COMMERCE and Dallas ISD are parties to a Data Sharing Agreement with each other and will provide the applicable data and information about students who are concurrently or formerly enrolled in both education institutions in a manner consistent with such Data-Sharing Agreements.

E. Force Majeure. Neither party shall be liable for any loss or damages or for any delays or failure to perform one or more of its contractual duties arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, Acts of God, epidemics or pandemics (new or existing), public emergency, government regulation or order, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or communications failures. This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the event and takes all reasonable steps to minimize damages and resume performance. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder due to the COVID-19 pandemic, the party may terminate this Agreement without liability by written notice to the other party.

F. Neither A&M Commerce nor Dallas ISD may use the SACSCOC logo in any of their materials or on websites. Use of the logo is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges.

**10. Notices:** Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

**Dallas Independent School District**

To:

Dr. Cheryl Nevels  
Deputy Chief of College  
Readiness  
Dallas Independent School  
District 9400 North Central  
Expressway Dallas, TX 75231  
(972) 925-5478  
[cnevels@dallasisd.org](mailto:cnevels@dallasisd.org)

**A&M-COMMERCE**

To:

Mark Rudin, President  
Texas A&M University-COMMERCE  
P.O. Box 3011  
COMMERCE, TX 75429-3011  
903=886-5011

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.

11. **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.
12. **Parol 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.
13. **Signatory Clause:** The individuals executing this Agreement on behalf of A&M-COMMERCE and Dallas ISD 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 A and B 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.
14. **Certifications.** A&M-COMMERCE and Dallas ISD certifies (1) it has authority to perform the services under authority granted in Chapter 791, Texas Government Code: (2) it has all necessary power and has received all necessary approvals to execute and

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deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

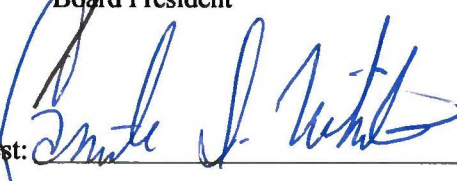
THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in paragraph 5. Term of this Agreement,

**TEXAS A&M UNIVERSITY-COMMERCE**

By:  5/31/2024  
President Date

**DALLAS INDEPENDENT SCHOOL DISTRICT**

By:  6/27/2024  
Board President Date

Attest:  6/27/2024  
Board Secretary Date

**APPROVED AS TO FORM for DALLAS ISD ONLY:**

By: Angela Green 06/03/2024  
Dallas ISD Attorney Date

## Attachment A

# TEXAS A&M UNIVERSITY-COMMERCE GUIDELINES FOR DUAL CREDIT COURSES

### 2024-2025 Academic Year

The following guidelines reflect **current** Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4, Subchapters D and G) and Texas A&M University-Commerce (A&M-Commerce) policies and procedures. THECB rules and A&M-Commerce policies and procedures are always subject to change with the new changes taking precedence.

#### A. Student eligibility requirement.

- (1) The student must be in enrolled W.T. White High School (W.T. WHITE), Dallas Independent School District (DISD) in an applicable AS/AAT program as a part of its B-TECH collaboration with Dallas College.
- (2) A student may enroll in dual credit coursework with senior high school standing and satisfactory (C or better) completion of previous Dallas College AS/AAT courses per W.T. WHITE B-TECH requirements in the applicable programs.
- (3) Students having completed requirements in (2) above would by definition be Texas Success Initiative Assessment exempt.
- (4) A student must apply to A&M-Commerce, submitting both high school and Dallas College transcripts to verify (1) and (2) above.
- (5) The student must meet all dual credit admissions criteria of A&M-Commerce. In addition, students may be withdrawn from the pre registration course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re enrollment unless the student and the parent(s)/guardian(s) agree to abide by written conditions from A&M-Commerce designed to increase the potential for success.
- (6) Eligibility and academic standing are reviewed to permit continued participation in dual credit courses. Dual credit students must maintain satisfactory academic performance at the high school; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental guardian and school approval for each subsequent semester of enrollment. A student who earns a grade of D or F in a dual credit course may not be eligible for future dual credit courses or may have restrictions placed on their enrollment in the Dual Uredit Program.
- (7) Students must discuss with their A&M-Commerce faculty member and IIS Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to A&M-Commerce's registrar and HS Counselor or College Registrar by the published deadline. Failure to submit the required withdrawal form could result in the student receiving a grade of F.

(a.) Section 51.907 of the Texas Education Code applies to students who enroll in a Texas public institution of higher education for the first time in fall 2007 or later. Based on this law, when you graduate from high school and continue your college education, A&M-Commerce or any other Texas public institution of higher education may not permit students to drop more than six college-level credit courses for unacceptable reasons during their entire undergraduate career without penalty. All college-level courses dropped after the official drop and add period for the course are included in the six course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception.

(8) Academic freedom is practiced at all A&M-Commerce and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.

(9) A&M-Commerce has established a system of policies, including the student code of conduct, with which to govern student behavior and provide guidelines for the educational environment and its programs. Dual credit students are subject to the same policies, procedures, rules, regulations, and guidelines as other A&M-Commerce students. Dual credit students agree to comply with the Student Code of Conduct and all other applicable A&M-Commerce policies, procedures, rules, regulations, and guidelines, as well as those of their DISD high school. Violations of A&M-Commerce policies, procedures, rules, regulations, or guidelines shall be addressed in accordance with established A&M-Commerce grievance and complaint procedures, if applicable, and/or the student code of conduct.

(a.) For matters alleging sexual misconduct involving a dual credit student, DISD and A&M-Commerce shall work cooperatively to investigate and provide a prompt and equitable resolution. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex-gender based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.

(b.) The DISD shall promptly report to A&M-Commerce administration disciplinary problems involving dual credit students, including any complaints of sexual misconduct. College may, at its sole discretion, refuse to admit students with a history of disciplinary problems.

(10) Students attending classes at A&M-Commerce's off-campus instructional site must present proof of immunization for bacterial meningitis. Sec. 51.9192 of the Education Code and §21.613 of the TAC states that students must receive a bacterial meningitis vaccination or present the appropriate exemption. Meningococcal conjugate vaccine (MenACWY) and meningococcal polysaccharide vaccine (MPSV4) are state approved for this requirement.

## B. Faculty Qualifications

(1) A&M-Commerce must select instructors of dual credit courses. This faculty must be regularly employed faculty members of A&M Commerce or must meet all criteria established for credit instruction at A&M-Commerce, including SACSCOC criteria. The approval procedures used by A&M-Commerce to select faculty must be the same as that

used for faculty teaching at A&M-Commerce campus.

(2) Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development activities.

(3) The faculty supervision and evaluation will be the same as that for all instructors at A&M-Commerce. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.

C. Course Curriculum, Instruction, and Trading

(1) Courses offered for dual credit must be college-level academic courses.

(2) A&M-Commerce shall ensure that a dual credit course and the college course offered on the main campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.

(3) Students in dual credit courses may withdraw from the college course by following college procedures and meeting all deadlines.

(4) Dual Credit students who retake a dual credit course or enroll in a concurrent (non-dual credit) course will pay tuition for such courses.

D. Location of Dual Credit Classes

(1) Dual credit students and staff at A&M-Commerce's off-campus instructional site at 8750 N Central Expressway will be supported by the college infrastructure with A&M Commerce being responsible for the cost of software, equipment, installation, and maintenance.

(2) Dual credit courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.

(3) Colleges must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements and processes as it relates to courses being taught off at off campus instructional sites.

E. Composition of Dual Credit Classes

(1) Dual Credit courses must be taught at A&M-Commerce's off campus instructional site or electronically.

(2) Dual credit classes may be composed of dual credit students only or of dual and college credit students. Combined classes, which would include high school credit only students, as well as dual credit students, are allowed as provided within THECB rules.

F. Student Services

(1) High school students in dual credit courses will be given access to A&M-Commerce library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.

(2) High school students in dual credit courses will be provided the academic support services, including academic advising on future degree pathways at A&M-Commerce, and counseling, as those on A&M-Commerce campus.

(3) Prior to the start of each academic year, W.T. WHITE and A&M-Commerce shall collaborate on the development and communication of procedures for the provision of accommodations for students with disabilities enrolled in Dual Credit courses (“Established Procedures”). High School and College shall provide disability services in accordance with Established Procedures and applicable law.

(4) If a student is enrolled simultaneously in college and high school in a dual credit program, the two schools may share information regarding the student, in accordance with 34 CFR 99.34(b).

(5) All other services provided to college students will also be provided to high school students enrolled in dual credit courses in accordance with applicable law and A&M-Commerce policies.

#### G. Eligible Courses

(1) Courses to be offered must be college-level courses and most will be included in the current edition of the Lower Division Academic Course Guide Manual approved by THECB. Course name and number are subject to change.

(2) Dual credit classes must demonstrate the same quality and rigor to classes on A&M-Commerce campus.

(3) Textbooks, textbook access codes, required course supplies/instructional tools and other materials to be utilized will be those normally used or approved by full-time faculty teaching the course at A&M-Commerce.

(4) The syllabus will contain all elements common to the syllabi for the same course as taught at A&M-Commerce.

(5) Regular academic policies applicable to courses taught at A&M-Commerce’s main campus must also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on A&M-Commerce’s campus.

H. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses. Prior to the start of each academic year, college and Early College High School administration shall confirm that approved college courses are aligned to appropriate high school course and REIMS code.

I. Evaluation and Accountability. A&M-Commerce, DISD and W.T. WHITE shall be responsible for the development and implementation of an evaluation process to determine the effectiveness of the dual credit partnership. Measures of effectiveness shall include, but are not limited to, student results on the K-12 accountability assessments (e.g., TAKS ~~S~~TAAR or other state-designated instrument(s) and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade

point averages, retention rates, and graduation rates).

J. Funding

(1) State funding for high school and college will be available to the public school district and A&M-Commerce based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.

(2) A&M-Commerce may claim funding for all dual credit students receiving college credit.

K. Salaries. Payment of salaries shall be determined by A&M-Commerce and High School,

L. Sexual misconduct involving W.T. WHITE students and or A&M-Commerce faculty or students shall be addressed by both the W.T. WHITE and A&M-Commerce. W.T. WHITE shall promptly report to

A&M-Commerce administration any complaints of sexual misconduct made by or against a student, employee or guest of A&M-Commerce to the extent such complaint relates to the dual credit agreement between the parties. All other misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning W.T. WHITE students while at the A&M-Commerce off-campus instructional site are the sole responsibility of W.T. WHITE. A&M Commerce shall report in writing such disciplinary problems to the W.T. WHITE Administration. A&M-Commerce may, at its sole discretion, refuse to admit students with a history of disciplinary problems. Sexual misconduct is any act of sex, gender based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex gender based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.

M. As rules and regulations are subject to change, please refer to the A&M-Commerce web catalog at <https://coursecatalog.tamuc.edu/undergrad/> for updated general and academic information for your needs.

**TEXAS A&M UNIVERSITY-COMMENCE; DALLAS COLLEGE; DALLAS INDEPENDENT SCHOOL DISTRICT**  
**Planned Courses Dalias ISD dual credit students at 8750 N Central Expressway, AY 2024-2025**

Texas A&M-Commerce will provide equivalent or approved substitute courses for the senior year of Thomas Jefferson P-TECH, Bryan Adams P-TECH, and WT White B-TECH for their P-TECH Pathways

TAMU-C Course Number	TAMU-C Course Title	TAMU-C Credit Hours	TOCNS Number	Dallas College Number	Dallas College Name	Prerequisites	STATE NUMBER (PEIMS)	Dallas College Credit Hours	DISD Course #	DISD COURSE NAME	HS CREDIT	DISD CONTENT AREA & CAREER CLUSTER	PAT HWAYS	Dallas ISD High School
ART 360	Creative Thinking	3	na	ARTC 1313	Digital Publishing I	Rec: ARTC 1302	13009600	3	7990	PRINT IMAGING TECH I (DC)? TM+	1	CTE - Arts, AN Technology and Communications	Digital Arts and Design	Jefferson
ART 1304	History of Art II	3	ARTS 1304	ARTC 2305	Digital Imaging II	Rec: ARTC 1302	13009700	3	7646	PRINT IMAGING TECH II (DC) SEM 2	0.5	CTE - Arts, A/ Technology and Communications	Digital Arts and Design	Jefferson
ART 1316	Drawing I	3	ARTS 1316	ARTS 1316	Drawing I		35005500	3	8918 & 8919	DRAWING STUDIO II (DC) 1 & 2	1	Fine Arts	Digital Arts and Design	Jefferson
ART 1311	Two-Dimensional Design	3	ARTS 1317	ARTC 1317	Design Communication I		13009700	3	7636	PRINT IMAGINE TECH II (DC) 1	0.5	CTE - Arts, A/ Technology and Communications	Digital Arts and Design	Jefferson
ART 2313	Visual Communication I	3	ARTS 2313	ARTC 2313	Digital Publishing II	Reg: ARTC 1313	13008810	3	7076	GRAPHIC DESIGN ILLUS 1 & LAB (DC) 2	1	CTE - Arts, A/V Technology and Communications	Digital Arts and Design	Jefferson
	No TAMUC transferable course. Courses will be taken at Dallas College		ARTS 2323	ARTC 2317	Typographic Design		13027800	3	7813	DIGITAL MEDIA (DC) 2	0.5	CTE - Information Technology	Digital Arts and Design	Jefferson
ART 297*	Special Topics	3	na	ARTC 2335	Portfolio Development for Graphic Design		13008310	3	7753	ANIMATION I & LAB (DC) 1	1	CTE - Arts, AW Technology and Communications	Digital Arts and Design	Jefferson
ACCT 2301	Principles of Acct I	3	ACCT 2301	ACCT 2301	Principles of Financial Accounting		13016700	3	7893	ACCOUNTING II (DC) 1	0.5	CTE - Finance	Business Administration	Jefferson
ACCT 2302	Principles of Accounting II	3	ACCT 2302	ACCT 2302	Principles of Managerial Accounting	Req: ACCT 2301	13016700	3	7894	ACCOUNTING II (DC) 2	0.5	CTE - Finance	Business Administration	Jefferson
	No TAMUC transferable course. Course will be taken with Dallas College		na	BMG2 2382	Cooperative Education - Business Administration And Management, General		13012200	3	6160	Practicum In Business Mgt I 2PER (DC) 1	1	CTE - Business	Business Administration	Jefferson
ECO 2301	Principles of Macroeconomics	3	ECON 2301	ECON 2301	Principles of Macroeconomics		33103000	3	2352	ECONOMICS SEM (DC)	0.5	Social and Behavioral Sciences	Business Administration	Jefferson
ECO 2302	Principles of Micro Economics	3	ECON 2302	ECON 2302	Principles of Microeconomics		33800010	3	2371	ADV STUDIES IN SOCIAL STUDIES 4 DC	0.5	Social and Behavioral Sciences	Business Administration	Jefferson
MGT 301	Legal Environment of Business	3	BUSI 2301	BUSI 2301	Business Law		13011700	3	6197	BUSINESS LAW (DC) TM+	1	CTE - Business	Business Administration	Jefferson
MGT 315	Organizational Behavior	3	na	HRPO-2307	Organizational Behavior		13018600	3	6200	PUBLIC MANAGEMENT & ADMIN (DC) TM+	1	CTE - Law and Public Service	Business Administration	Jefferson
MKT 306	Marketing	3	na	MRKG 1311	Principles Of Marketing		13034700	3	7917	ADVANCED MARKETING (DC) 1	1	CTE - Marketing	Business Administration	Jefferson
MATH 1350	Mathematics for Teachers I	3	MATH 1350	MATH 1350	Mathematics for Teachers I (Fundamentals of Mathematics I)		31025000	3	2639	INDEP STUDY MATH 1 MFT1 (DC) SEM 1	0.5	Mathematics	AAT	Adams & White
MATH 1351	Mathematics for Teachers II	3	MATH 1351	MATH 1351	Mathematics for Teachers II (Fundamentals of Mathematics II)		31025000	3	2640	INDEP STUDY MATH 1 MFT1 (DC) SEM 2	0.5	Mathematics	AAT	Adams & White
PSY 310	Psychology and Sociology of Diverse Populations	3		EDUC 2301	Introduction to Special Populations		13014400	3	7937	INSTRUCTIONAL PRACTICES (DC) 2	1	CTE - Education and Training	AAT	Adams & White
PSCI 2305	United States Government and Politics	3	GOVT 2305	GOVT 2305	Federal Government		33301000	3	2314	U S GOVERNMENT - DUAL CREDIT	0.5	Government/Political Science	AAT, AS Business, Criminal Justice	Adams & White
PSCI 2306	Texas Government and Politics	3	GOVT 2306	GOVT 2306	Texas Government		33800020	3	2372	SPEC TOPICS IN SOCIAL STUDIES 4 DC	0.5	Government/Political Science	AAT, AS Business, Criminal Justice	Adams & White
ENG 2326	Introduction to Literature	3		ENGL 2332	World Literature I		32218000	3	7598	INDEPT STU ENG - WLD LIT (DC)	0.5	Language, Philosophy and Culture	AAT, AS Business, Criminal Justice	Adams & White
BSC 1411	Botany	4		BIOL 1411	General Botany		30603000	4	1167	Specialized Topics in Science Ia DC	0.5	Life and Physical Sciences	AAT, Criminal Justice	Adams & White
BSC 1413	Zoology	4		BIOL 1407	Biology for Science Majors II		30603000	4	1168	Specialized Topics in Science Ib DC	0.5	Life and Physical Sciences	AAT, Criminal Justice	Adams & White
COMS 1311	Studies in Human/Communication	3	SPCH 1311	SPCH 1311	Intra to Speech Communications		32414000	3	1943	COMMUNICATION APPLICATIONS (DC)	0.5	Component Area Option	AAT, AS, AA, AAS	Jefferson / Adams / White
CJ 2313	Correctional Systems	3	CRIJ 2313	CRJ 2313	Corrections Systems and Practices		13029400		7924	LAW ENFORCEMENT II (DC) 1	0.5	CTE - Law and Public Service	Criminal Justice	Adams
CJ 2328	Police & Law Enforcement	3	CRIJ 2328	CRJ 2328	Police Systems and Practices		13029400	3	7925	LAW ENFORCEMENT II (DC) 2	0.5	CTE - Law and Public Service	Criminal Justice	Adams

\*COB 297 and ART 297 are "special topics" courses within the A&M-Commerce course inventory. The x97 designation allows for new courses to be tested before formally being introduced into the curriculum. If this ILA is approved A&M-Commerce will develop bespoke courses for this program and formally add them to the curriculum.

## Attachment C

### TEXAS A&M UNIVERSITY-COMMERCE

#### Estimated Cost Projections: W.T. White Dual Credit at 8750 N Central Expressway, 2024-2025

Tuition and Fees

Expected tuition and fees for the 2024-2025 school year.

Texas A&M Commerce will 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:

- 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).
- 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.
- The THECB will pay the University the current THECB set rate of \$56.87/credit hour for students eligible for the FAST program.
- The District and University will work together to streamline and ensure accuracy of dual credit enrollments, class rolls, and billing.
- The University will bill the District \$56.87/credit hour 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.

	Fall Semester		Spring Semester	
Business Administration/ 40students projected	\$511.83/per student	\$20473.20	\$511.83/per student	\$20473.20
	9 credit hours		9credit hours	
Teacher Education Pathway/ 40students projected	\$682.44student	\$ 27297.60	\$682.44/student	\$27297.60
	12credit hours		12 credit hours	
Business Administration Textbooks/40 projected students	\$410.80/per student	\$16432	\$298.70/per student	\$11948
Teacher Education Pathway Textbooks/40 projected students	\$594.85/per student	\$23794	\$643.84/per student	\$25753.60
Lion Card Student ID/80 students projected	\$10/per student	\$800		
Fall Total		\$88796.80	Spring Total	\$85472.40
			<b>Grand Total Per Year</b>	<b>\$174269.20</b>