

**PUBLIC NOTICE OF MEETING
AMARILLO COLLEGE BOARD OF REGENTS
AGENDA FOR SPECIAL MEETING
August 15, 2023
12:00 noon**

Notice is hereby given that a special meeting of the Board of Regents of the Amarillo Junior College District will be held beginning at 12:00 noon on Tuesday, August 15, 2023, in the Palo Duro Room, College Union Building – 2nd floor, on the Washington Street Campus, 2201 S. Washington Street, Amarillo, Texas.

Live Stream Link <https://info.actx.edu/BOR>

The subjects to be discussed, considered, or upon which any formal action may be taken are as follows:

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If during the course of the meeting, any discussion of any item on the agenda or any other permitted matter(s) should be held in closed meeting, the Board will convene in such closed meeting in accordance with the applicable section of the Texas Government Code, Title 5, Chapter 551 et seq.

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Mission:
Transforming our community and economy through learning, innovation, and achievement.

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The subjects to be discussed, considered, or upon which any formal action may be taken are as follows:

1. CALL TO ORDER

2. WELCOME

3. PUBLIC COMMENTS

4. COLLEGE PRESIDENT

This item is placed on the agenda in order for the Board of Regents to deliberate possible actions necessary for retaining, selecting or hiring of a College President.

After discussion, the Board of Regents may decide to take appropriate action on one or more of these matters.

5. CITY OF AMARILLO OFFER TO PURCHASE LAND FOR THE CONSTRUCTION AND OPERATION OF A FIRE STATION

This item is placed on the agenda in order for the Board of Regents to deliberate an offer from the City of Amarillo to purchase 1.4 acres of land located at the Northeast corner of SW 9th Avenue and Quail Creek Drive on the West Campus for purposes of constructing and operating a fire station.

After discussion, the Board may wish to take action on this offer.

6. AC/AISD MASTER INTERLOCAL AGREEMENT AND DUAL CREDIT AGREEMENT

This item is placed on the agenda in order for the Board of Regents to consider approval of a Master Interlocal Instructional Services Agreement and a Dual Credit Agreement, both with Amarillo Independent School District. These agreements have been included in the regents' materials on pages 3-12.

After discussion, the Board of Regents may wish to approve these agreements.

7. CONSIDERATION OF THE TAX RATE FOR 2023

In accordance with provisions of Section 26.06 of the Texas Property Tax Code, Amarillo College will publish a legal notice on August 21, 2023, stating that the no-new-revenue tax rate for the Amarillo Junior College District for 2023 is \$ 0.20665 per \$100 of assessed value. The voter-approval tax rate for the Amarillo Junior College District for 2023 published in the legal notice is \$ 0.23348 per \$100 of assessed value.

Section 26.05 of the Property Tax Code requires a taxing unit to hold one public hearing on a tax rate. The recommended tax rate is \$ 0.22031.

After discussion, the Board may wish to propose the tax rate.

8. SET THE DATE TO ADOPT THE TAX RATE FOR 2023 AND SCHEDULE A PUBLIC HEARING REGARDING THE TAX RATE FOR 2023

The Board will set the date to adopt the tax rate for 2023, and will schedule one public hearing regarding the tax rate for 2023.

After discussion, the Board may wish to set the date to adopt the tax rate for 2023 and schedule a public hearing regarding the tax rate.

9. ADJOURNMENT

If during the course of the meeting, any discussion of any item on the agenda or any other permitted matter(s) should be held in closed meeting, the Board will convene in such closed meeting in accordance with the applicable section of the Texas Government Code, Title 5, Chapter 551 et seq.

**INTERLOCAL AGREEMENT
FOR INSTRUCTIONAL SERVICES
BETWEEN AMARILLO COLLEGE
AND AMARILLO INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) is made between Amarillo College (“AC”) and Amarillo Independent School District (“AISD” or “the District”). Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, as amended, providing for cooperation between local governmental bodies, the parties hereto, in consideration of the premises, mutual promises, and other valuable consideration stated herein, now agree as follows:

1. Entity & Authorization. Each party is a local government within the State of Texas. This Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity.
2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties. More specifically, there is a public benefit of AC and AISD providing Instructional Service opportunities to District students above and beyond those traditionally offered by the District curriculum. The intent and purpose of this Agreement is to ensure the Parties can work together for the benefit of District students and the community in general.
3. Current revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.
4. College Obligation. AC hereby agrees to provide instructional services identified in Exhibit A.
5. AISD Obligation. AISD hereby (a) accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment for materials.
6. Exhibit incorporated; delegation of future services. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. The governing body of each Party hereby authorizes its point-of-contact official to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational or logistical procedures or schedules described in Exhibit A, as may be necessary or convenient to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustment(s) made when implementing this Agreement do not require or constitute a material change in costs or the performance required of either party under this Agreement. The AC Board of Regents and AISD Board of Trustees further authorizes the College President and

Superintendent, respectively to enter into additional separate agreements for Instructional Services (in addition to those listed in Exhibit A) and related matters, as long as the annual cost for each Instructional Service does not exceed \$100,000 and the terms of any additional agreements do not contradict this Agreement. The College President and Superintendent shall periodically report to their respective Boards the services provided pursuant to this Interlocal Agreement.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties regarding the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. To the extent allowed by or consistent with Texas law, each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Effective date & Term. This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving thirty (30) days written notice to the other Party. Specific services may be limited in date as set forth by future agreements as may be approved by the College President and Superintendent.

10. Contacts. The point of contact for each Party shall be:

For Amarillo ISD:

Mr. Doug Loomis, Superintendent
7200 I-40 West
Amarillo, Texas 79106
Doug.Loomis@amaisd.org

For Amarillo College:

Dr. Russell Lowery-Hart
2201 S. Washington Street
Amarillo, Texas 79209

11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by

the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

**AMARILLO INDEPENDENT
SCHOOL DISTRICT**

By: _____
Title: President, Board of Trustees
Date: _____

AMARILLO COLLEGE

By: _____
Title: _____
Date: _____

EXHIBIT A



DUAL CREDIT AGREEMENT AMARILLO COLLEGE

In order to provide students of Amarillo ISD with the most appropriate educational experiences, Amarillo College and Amarillo ISD enter into this agreement to award dual credit for certain specific courses. Dual credit refers to the practice of awarding college academic credit at both institutions for a course completed at either institution. The following general requirements must be met in order for the student to receive credit for a dual credit course earned at Amarillo College.

Term: This contract is good for a period of two years from the date of signing.

DUAL CREDIT GOALS

Goal #1 – Ensure purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies (aligns with state goal #1)

Goal #2 – Ensure matriculation of dual credit/technical dual credit students to full time college students (aligns with state goals #2 & #3)

Goal #3 – Completion of diploma and degree program by students (aligns with state goal #3)

Goal #4 – Completion of level one/two certificates while in high school

Goal #5 – Successful completion of courses (aligns with state goals #3 & #4)

STUDENT ELIGIBILITY

The student must complete an Amarillo College Application for Admission and be accepted to the college. The student must meet established entrance requirements at Amarillo College as well as appropriate prerequisites of any course, including Texas Success Initiative mandates and other mandates set forth by THECB for dual credit eligibility.

[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=19&pt=1&ch=4](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=19&pt=1&ch=4)

<https://www.actx.edu/dualcredit/testing-requirements>

Students enrolling in courses for credit at Amarillo College under this agreement will have all the rights and responsibilities and be subject to all policies as any other student. All policies and student rights may be found at <http://www.actx.edu>.

COURSE REQUIREMENTS

Courses offered must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Board or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the Board.

A college course offered for dual credit must be:

- (A) in the core curriculum of the public institution of higher education providing the credit;
- (B) a career and technical education course; or
- (C) a foreign language course.

Dual credit courses will be equivalent to the corresponding course offered to non-dual credit students with respect to the curriculum, materials, instruction, grading and method/rigor of student evaluation. Oversight will rest with the college department under which the course resides. Students will register into courses at Amarillo College. Dual Credit courses will be permanently recorded on the Amarillo College transcript at the completion of the course. The ISD is responsible for transcription of high school credit. Students may request a copy of their transcript at any time.

Dual Credit courses are delivered either at the high school by a SACS/COC qualified instructor, or via web based instruction with Amarillo College instructors providing instruction.

Course sequencing and prerequisite requirements can be found at <http://catalog.actx.edu/content.php?catoid=17&navoid=774>.

Composition of Class

Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (1) If the course involved is required for completion under the State Board of Education High School Program graduating requirements, and the high school involved is otherwise unable to offer such a course.
- (2) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- (3) If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

FACULTY REQUIREMENTS

All faculty teaching dual credit courses must meet the minimum qualifications established by Amarillo College and their accrediting body, Southern Association of Colleges and Schools, for the specific course and be subject to the Amarillo College instructor/course evaluation program. Faculty will go through an interview process and be subject to all department requirements. Dual credit faculty will be supervised by the Appropriate Amarillo College faculty member to ensure quality and instructional rigor equal to courses taught to non-dual credit students. High school faculty who meet minimum qualifications will be evaluated by the same standards and process as Amarillo College adjunct faculty. Faculty and facilitator responsibilities are outlined in the attached policy and procedure manual.

Amarillo College agrees to pay each high school teacher who teaches or facilitates a course a stipend based on the compensation chart that will be provided to the district each year. Amarillo College will remit the amount of this gross pay and fringe benefits to the school district each long semester. The school district agrees to add the gross pay and fringe benefits for applicable dual credit instructors to the instructors' payroll to compensate those instructors for teaching/facilitating dual credit courses.

Library

to Amarillo College Librarians and other Library resources for dual credit courses will be equivalent to the corresponding course offered to non-dual credit students. Students will maintain full access to the coordinating ISD Library and Librarians.

Dual credit faculty who wish to schedule a face-to-face Library instruction session will be expected to schedule with the Amarillo College Library staff or an ISD Librarian who has attended an Amarillo College Library training session. Face-to-face instruction provided by Amarillo College Library staff will be provided on the Amarillo College Washington Street Campus. Digital resources are always available.

FUNDING

Amarillo College will charge dual credit at the rate of \$50 per credit hour per course. Students will be responsible for any book or access fees required for the course. This will be billed to the student unless a sponsorship program is provided by the ISD.

ISD RESPONSIBILITIES

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for the college classes and are appropriate for college-level instruction that includes the following:

- The School District will ensure that faculty and dual credit students have appropriate access to all available instructional resources and essential technology, and those offering CIS/BIM courses shall meet additional computing technology requirements as indicated by the College CIS Program;
- The School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
- The School District offering science courses shall meet the laboratory safety standards and have material/equipment required for College courses available in all labs in which classes are being taught that comply with College science program requirements.

Amarillo College Responsibilities

Amarillo College will provide qualified teachers for courses taught online when the ISD does not have an approved teacher on campus. Amarillo College will also provide support services to teachers and students as needed. Amarillo College will provide student information and records to the ISD as allowed under FERPA.

STUDENT SUPPORT SERVICES

Support Services available to dual credit students include:

AC Police, Academic Advising, AskAC, Career and Employment Services, Computer Services Center, Disability Services, library services, tutoring services to include SmartThinking Online tutoring, success center, and testing services.

In addition to these services, a dual credit advisor will be available throughout the year for dual credit students to help with academic planning.

DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parent or the student. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data. The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any student level data received from the College shall not be shared outside the District without prior authorization from the College. The College partners may request data outside of the report distribution schedule provided:

- An MOU has been executed and is active between the partner organization and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are NOT guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

The parties will collaborate to ensure the accurate and timely exchange of information necessary for an eligible student to enroll at no cost in a dual credit course as provided by Texas Education Code Section 28.0095.

GENERAL GUIDELINES

The Associate Vice President of Academic Learning under the auspices of the Vice President for Academic Affairs will serve as the liaison for all dual credit questions, disputes, scheduling, and processes.

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU may be amended by mutual written agreement of both parties. The College and School District reserve the right to terminate this MOU, upon receipt of written notice to the other party, ninety (90) days prior to the termination of this Agreement.

NOTIFICATION OF NON-COMPLIANCE AND TERMINATION OF AGREEMENT

Failure to act in accordance with any provision of this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the College President and School District Superintendent for review and action. Failure to correct noncompliance may result in termination of this agreement.

Russell Lowery-Hart

Dr. Russell Lowery-Hart
President

03/03/2023
Date

Mr. Doug Loomis
Superintendent

Date

Attachments:

- Course crosswalk
- Dual Credit program assessment
- Faculty MOU
- Counselor MOU
- Compensation chart
- Dual Credit Handbook