

Lamar State College Orange and Beaumont ISD School District Dual Enrollment Agreement 2022-2027

This Agreement is made by and between the Lamar State College Orange (LSCO) and the Beaumont Independent School District (ISD). The purpose of this Agreement is to allow eligible high school students to enroll in college courses from an Institution of Higher Education (IHE) and receive credit for courses from Beaumont ISD and LSCO. The following terms and conditions shall govern the eligibility and enrollment of the students and the administration of the high school and college courses offered via dual enrollment effective August 1, 2022.

I. General Information.

The content of this dual enrollment agreement is based upon 19 Tex. Admin. Code § 4.84 and statewide goals established under Texas Education Code §28.009 and the collaborative efforts of the Texas Education Agency and the Texas Higher Education Coordinating Board.

GOAL 1: ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual enrollment, including enrollment and fee policies.

GOAL 2: Dual enrollment programs will assist high school students in the successful transition to and acceleration through postsecondary education.

GOAL 3: All dual enrollment students will receive academic and college readiness advising with access to student support services to bridge them successfully into college completion.

GOAL 4: The quality and rigor of dual enrollment courses will be sufficient to ensure student success in subsequent courses.

Collaboration and Outreach Efforts to Inform Students and Parents

Lamar State College Orange – Information regarding current benefits, enrollment, and fee policies associated with dual enrollment are accessible to all students and parents via one or more of the following formats: LSCO website (<https://LSCO.edu>); LSCO dual enrollment brochures; LSCO updates and emails disseminated to school administrators, counselors, and teachers; and LSCO conducted workshops and presentations. Lamar State College Orange offers workshops to high school counselors that provide detailed information related to the development and implementation of dual enrollment programs with LSCO.

School District, Charter School, or Home School – Current information pertaining to the benefits, costs, and enrollment procedures for dual enrollment will be posted on the ISD's website. The ISD will also be responsible for marketing dual enrollment opportunities by disseminating information and updates provided by LSCO to prospective students and parents. The ISD agrees to allow and support counselors and other school personnel participation in workshops and informational sessions conducted by LSCO.

II. Eligible Courses.

A. LSCO Dual Enrollment Staff and/or Administrators will collaborate with ISD administration and/or counselor(s) to identify courses that may be offered.

1. Exceptions include:

- a. Competitive entry into allied health programs.
2. Courses that have additional requirements, such as an age restriction.
- B. Eligible courses may be taken in any format (face to face, online or hybrid) that the college offers them unless otherwise specified in this Agreement.
- C. Establish Course(s).
 1. The ISD high schools must request, in writing, to offer a dual enrollment course on the high school campuses. The request must include the course title, course rubric, HS faculty member (See Section VIII for faculty criteria), course location, and course meeting times. Requests must include dual enrollment courses for the academic year (fall semester and spring semester). Requests must be submitted to the Dual Credit Coordinator.
 2. For courses that begin in the fall semester, LSCO must be notified no later than the first working day in June.
 3. If the request is approved, the course will be added to the LSCO schedule. Until this process has occurred, students will not be able to register for the course(s).
 4. The Dual Credit Department will forward the list of courses being taught to the Executive Director of Strategic Partnerships and Department Chairs after receiving the lists from the ISD. The Dual Credit Coordinator will send LSCO syllabi for each course to the Principal of each high school. Before the first-class meeting, the ISD will send the teacher's individual syllabus for each course to the Dual Credit Department.
- D. Academic credit or technical courses may be provided at an ISD high school or at LSCO.
- E. Credit and noncredit courses offered on either the high school or LSCO campus will be eligible for dual enrollment status.
- F. The maritime program dual credit courses will be offered pursuant to this Agreement.

III. Student Eligibility.

1. Technical Course(s): Students applying for Dual Enrollment course(s) with the intent of pursuing a Level 1 Certificate are not required to be TSI complete. However, students will be required to meet TSI requirements for applicable degree changes or courses that require satisfactory scores on the TSI, as detailed in sections 2 and 3 below.
2. TSI Score requirements, in the tables below, are subject to change. TSI score requirements will be based upon the current Texas Higher Education Coordinating Board (THECB) guidelines.

Academic Courses	
STAAR	Score of Level 2 on Algebra I EOC, Score 4000 Score of Level 2 on English II EOC, Score 4000
TSI (before January 2021)	Mathematics score of ≥ 350 Reading score of ≥ 351 and Writing score of ≥ 340 with 4 on essay

3. As of January 2021, minimum scores for MATH and ENGLISH are as follows:
(subject to change by the THECB)

Required TSIA2 Assessment Score	Minimum Score
Mathematics	950 OR 910-949 + diagnostic score of 6
ELAR	945-990 + Essay of at least 5 OR 910-944, diagnostic score of 5 or 6, and Essay of 5-8

- B. High school students who need college-level courses in order to continue to study in a discipline will be eligible to take dual enrollment courses offered on either the high school campus or the college campus.
- C. Students must meet the stated pre-requisite(s) and/or co-requisite(s) of each course and be at least in the 9th grade.
- D. It is strongly recommended that the background and maturity level of the student be considered prior to registration in any college credit course.

IV. Admissions and Registration.

- A. Counseling Sessions.
 - 1. College personnel will provide the high school Principal and counselors with necessary information concerning the dual enrollment course(s) for scheduling and registration of students.
- B. LSCO will provide a student application checklist that will identify the steps in completing the application process. ISD or participating high school shall inform the student and the parent/guardian that they should review the checklist and verify the respective application steps have been completed.
- C. The student shall be informed that he or she is responsible for completing TSI testing as early as possible prior to the beginning of the semester. If the participating High School does not conduct their own TSI Testing, ISD personnel should coordinate required testing with the LSCO Testing Center. (409) 882-3330 or TestingCenter@lsco.edu
- D. Education Code §51.9192 requires that all new students under age 22 who attend on-campus classes at an institution of higher learning either receive a vaccination against bacterial meningitis or meet certain criteria for declining such a vaccination before the first day of the semester. The law states that students who do not qualify for an exemption must be immunized no later than 10 days prior to the first class day. All students under the age of 22 attending classes at LSCO must comply with this requirement.
- E. ISD High school counselors will:
 - 1. Provide advising and disseminate dual enrollment program information to students and parents.
 - 2. Provide course descriptions and course syllabi to students and parents for review during the approval process for students.
 - 3. Facilitate Dual Enrollment Applications

- a. Provide instruction and guidance in completing and submitting the “Apply Texas” application.
- b. Generate and submit an official high school transcript to Lamar State College Orange, Office of Admissions, 410 Front Street, Orange, TX 77630.
- c. Identify students that may require additional documents (ex. immigrants).
4. Submit 504 Plan or Special Education IEP to the LSCO Special Populations Advisor for those students requesting accommodations.
5. Residency. Proof of residency is not required for high school students registering for dual enrollment classes at LSCO. Students must meet the residency requirements after high school graduation to continue their education at a postsecondary institution. Non-residents must provide one of the following documents:
 - a. U.S. Passport (current or expired) - unless stamped non-citizen national.
 - b. U.S. Birth Certificate.
 - c. Certificate of U.S. Citizenship (Form N-560 or N-561) issued by USCIS through a federal or state court or through administrative naturalization after December 1990.
 - d. Certification of Naturalization (Form N-550 or N-570) issued by USCIS.
 - e. Permanent Certificate of Naturalization.
 - f. Resident Card with photograph (Form I-151) issued since 1997 or later.
 - g. Resident Alien Card (Form I-551) issued before 1997.
 - h. Consular Report of Birth Abroad (Form FS-240) Issued by State Department and valid photo ID.

F. Timeline

Students applying for admission to Lamar State College Orange should complete the application and submit the required documentation well in advance of the Semester and Year for which they are applying. The following should serve as a timeline guide for the respective semesters:

FALL Semester – July 1st, SPRING Semester – November 1st, SUMMER – April 1st

V. Course Curriculum, Instruction, and Grading.

A. Curriculum.

1. Dual enrollment courses are college classes and have the academic rigor expected in all college coursework.
2. College courses will be taught according to the approved college syllabus.
3. LSCO will provide in-service through the Teaching and Learning Center for ISD faculty teaching courses for dual credit to ensure academic rigor is maintained in the dual credit courses.

B. Curriculum Alignment.

1. High school Principals and college personnel will coordinate course offerings with the high school curriculum in accordance with locally established procedures.
2. The ISD faculty and LSCO faculty must meet each semester to review the curriculum, methodology, schedules, and student evaluation.

3. LSCO and the ISD will monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the State, Southern Association of Colleges and Schools, LSCO, and the ISD.

C. Instruction.

1. Schedule.
 - a. Dual enrollment courses taught by LSCO faculty and ISD faculty will be taught in accordance with the LSCO schedule and calendar or as agreed upon by ISD and the LSCO Executive Director of Strategic Partnerships.
 - b. All courses taught for dual credit must meet the instructional minutes required by the Texas Higher Education Coordinating Board.
2. The student and/or parent(s) shall be responsible for the student's transportation and accept all liability for all courses taken on the LSCO campus.
3. College instructors must comply with all applicable ISD policies and rules governing attendance, classroom management and record keeping while conducting courses on the high school campus.

D. Grading.

1. Standard college exams will be used where applicable.
2. Grading will be consistent with the grading policy in the LSCO course syllabus. Audit grades are not allowed.
3. Student grades will be reported to the ISD at the end of the semester to the person or office designated by the ISD to receive this information in accordance with the ISD's Grading Calendar. The ISD Grading Calendar will be provided to the Dual Credit Department no later than the first week of classes.
4. Final grades for students shall be submitted electronically by the faculty member teaching the course according to the LSCO Grade Reporting Process and the LSCO Academic Calendar, and the ISD Grading Calendar. Grades will be reported to the ISD as requested for students registered for dual enrollment classes on the LSCO campus.
5. Permit students who earn less than a 70 in the course to retake the course at their own expense and at the dual credit rate of \$45 per credit hour if the student remains eligible for dual credit rates. Course retakes will follow LSCO's grade replacement policy of replacing the failing grade if it is replaced the following long semester.

VI. Transcription of Credit.

- A. Approved dual enrollment courses will be used to fulfill high school credit graduation requirements or elective credit.
- B. All college credit courses offered will meet the guidelines for transferability of credit under the Texas Education Agency Dual Enrollment policy.

VII. Dual Enrollment Program Policies.

- A. College instructors teaching on the high school campus during regular school hours will be required to attend organizational meetings, when requested by the ISD. The ISD will consider the college instructor's class schedule when scheduling said meetings.
- B. It will be the responsibility of the high school Principal to ensure that high school instructors teaching dual enrollment courses abide by the conditions of this Agreement.

VIII. Faculty Selection, Supervision and Evaluation.

A. Selection.

- 1. Instructors for college courses offered at the high school during regular school hours are to be agreed upon mutually by the high school Principal and college personnel in accordance with locally established procedures.
- 2. Dual enrollment faculty members **must** meet the criteria specified by LSCO and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- 3. Procedure to approve high school dual enrollment faculty:
 - a. The Principal must recommend personnel to teach dual enrollment classes. The Principal must submit the recommendation in writing along with copies of credentials that support the recommendation. Documents must include official transcripts. Other documents may include copies of licenses, work verification, etc.
 - b. The Principal and the LSCO Executive Director of Strategic Partnerships will mutually agree upon the faculty members assigned to teach dual enrollment classes on the high school campus. If no agreement can be reached about any faculty member assigned, the course will not be taught as a dual enrollment course.
 - c. All documents must be submitted at least thirty (30) days before the faculty member teaches a dual enrollment course(s).

B. Faculty Background Screening.

- 1. College faculty who teach dual enrollment courses on the high school campus will be required to undergo background screening conducted by the ISD. LSCO will be responsible for ensuring that all such employees have been screened by the ISD prior to their teaching assignment.

2. Although the ISD cannot make decisions related to the employment of LSCO faculty, they can use the results of the background screening to prohibit such personnel from teaching on the high school campus. The ISD may remove the LSCO faculty member from a campus at the ISD's discretion, provided it does so in a non-discriminatory manner or purpose. The ISD shall immediately inform LSCO's Executive Director of Strategic Partnerships and provide a written summary outlining the reasoning.
3. LSCO will be responsible for the costs associated with the background screening for LSCO employees.
4. The ISD will be responsible for the costs associated with the background screening for ISD employees.

C. Faculty Evaluation.

1. Evaluation of instructors on high school campuses shall be conducted by LSCO as follows:
 - a. The Principal will inform each instructor that he/she will be involved in an evaluation program conducted by LSCO and that this program will not be used to determine the employment status of the instructor. The information should be provided to the instructor prior to being assigned a dual enrollment class.
 - b. LSCO will identify the college administrator who will be conducting the evaluation program at each high school and provide the name of such person prior to the beginning of each school year to the Principal.
 - c. The LSCO evaluator will review the evaluation program with the instructor. The review shall include a full explanation of each evaluation instrument and assurance that none of the forms will be placed in the instructor's personnel file at the ISD office. Each instructor will be provided with a copy of each evaluation instrument. The Principal, LSCO evaluator and instructors will decide collaboratively how and when the evaluation will be implemented. The decision should include the following:
 - i. Date the Faculty Evaluation form will be given to students and procedures for collection.
 - ii. Month of school year that classroom observations will be conducted and should include: who will conduct the observation, number of observations, and procedures of scheduling pre and post observation conferences.
 - iii. The manner in which the Faculty Evaluation form will be completed and how it will be shared with the instructor. The instructor will receive a personal copy of the evaluation. Only upon the instructor's request and/or approval will a copy be shared with school or ISD personnel. This summative conference should occur no later than 10 days after the last observation.
 - iv. The LSCO evaluator, upon the request of the Principal, will coordinate with the Principal for the purpose of discussing the program and decide upon a time when the Principal and evaluator will schedule an orientation meeting. The orientation meeting should be scheduled during the first month of the new school year.

IX. Academic Policies and Student Support Services.

A. Students with Disabilities

1. The ISD is responsible for providing and funding reasonable accommodations for dual enrolled student(s) in accordance with a student's Section 504 or Special Education IEP during regular high school hours on the high school campus(s). Students with disabilities who are accepted into a dual enrollment course will receive accommodations listed in the student's 504 or IEP Plan.
2. Additional testing to receive these accommodations will not be required for students taking courses on either the high school or LSCO campus.
3. The ISD and LSCO will share equally in the cost of reasonable accommodations that are mutually agreed upon for dual enrolled student(s) who are registered for LSCO dual enrollment course(s) on the LSCO campus or at another location, i.e., high school campus outside of the normal high school hours.
4. Nothing herein shall make LSCO a party to the 504 Plan or IEP nor shall LSCO be given or required to have a 504 or IEP Plan with a dual enrollment student. LSCO's Office of Special Populations shall work with ISD to discuss needed accommodations.

B. Confidentiality.

1. If a student is enrolled concurrently in LSCO and ISD in a dual credit program, the parties may disclose an education record regarding the student in accordance with United States Code 34 CFR 99.34. ISD is aware that once a student is registering in a college course at LSCO, the student's education records are subject to the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and LSCO will not release the student's education records to the student's parents or legal guardians without the student's signed *Authorization to Release Student Records* allowing such disclosure. LSCO acknowledges that ISD may release FERPA protected information to the parent or legal guardian if requested. Notwithstanding any obligation imposed on either party under this Agreement, no party shall be obligated to perform or not perform any act if the performance or non-performance of such act would result in a violation of any law, including but not limited to, FERPA.
2. Each party agrees to protect and hold confidential information except by written authorization from the student and/or parent, or unless otherwise authorized or required by law or rules.

C. Attendance.

1. If the college instructor is unable to attend a scheduled class, the college will provide a qualified substitute instructor. The high school will provide a substitute instructor if the high school instructor is unable to attend a scheduled class.
2. Lamar State College Orange agrees to:
 - a. Coordinate and confirm with ISD personnel LSCO dual enrollment registrations at least one week prior to the first day of class.
 - b. Coordinate and confirm, with high school dual enrollment contact, when a student drops or withdraws from a course.
 - c. Notify high school counselors when a student has unexplained absences or is in jeopardy of failure.

3. The ISD will supervise a change in student enrollment status.
 - a. The ISD will notify the LSCO Dual Credit Department about a student's intent to drop or withdraw from course(s). An LSCO Drop or Withdrawal form must be completed, signed by the student, and submitted to LSCO by the drop/withdrawal date for the respective semester, as indicated on the LSCO academic calendar.
 - b. The ISD will ensure that the student completes the appropriate LSCO Drop/Withdrawal form to change the student's enrollment status.

D. Suspension Policy.

1. When a student is suspended from an ISD school, for any reason, the student will not be permitted to attend dual enrollment classes on LSCO's campus for the dates indicated in the suspension.
2. The school Principal will notify the Dual Credit Department of the suspension. The suspended student will be subject to any academic penalties noted in the syllabi of the LSCO courses in which he/she is registered (e.g., limits on the number of classes permitted, lowered grade for homework turned in late, etc.).

X. Funding.

A. Tuition. *Please Check and Initial statement #1*

1. The ISD and/or the student's Parent/Guardian will pay tuition and fees as determined at each respective high school campus for students enrolled in dual credit courses in accordance with *Table 1: Tuition and Fees*.
2. The ISD will be billed for tuition and fees at the dual enrollment rates according to TSUS Board of Regent's Policies.
3. Tuition rate is \$45.00 per Semester Credit Hour if the course is taught by an LSCO instructor.
4. Tuition rate is \$45.00 per Semester Credit Hour if the course is taught by an ISD instructor.
5. LSCO reserves the right to cancel course sections in which enrollment is fewer than 10 students. Minimum enrollment of 10 may be comprised of students from multiple districts.
6. For programs requiring professional liability insurance, the required professional liability insurance will be paid by the ISD. LSCO will inform ISD in writing of any professional liability insurance requirements and will bill the ISD for these fees.
7. Tuition and Fees are subject to change without notice by action of *The Texas State University System*. Should fees change, LSCO will notify ISD in writing and the Agreement may be modified upon written mutual agreement or ISD may terminate this Agreement effective upon written notice.

Table 1: Tuition and Fees

	Campus Location	Faculty	Description	Tuition per SCH¹	Technology Fee	Distance Education Fee (if applicable)	Minimum Number of Credit and Noncredit Students Required
A	LSCO	LSCO ²	Student on LSCO campus with LSCO instructor.	\$45	Waived	Waived	10
B	ISD	LSCO ³	Student at high school site with LSCO instructor.	\$45	Waived	Waived	10
C	ISD	ISD	Student at high school site with ISD instructor.	\$45	\$0	\$0	10

Cost for classes offered on the high school campuses will be determined based upon courses offered, faculty provided (full-time, part-time), instructional materials and consumable supplies, and other related items for a course.

XI. Textbooks and Instructional Supplies.

A. Responsibility of ISD:

1. Supply students with textbooks currently adopted by LSCO and basic instructional supplies.
2. Purchase, store, and maintain textbooks used in the dual enrollment course(s).

B. Responsibility of LSCO:

1. Provide the Principal with a current list of adopted textbooks for the relevant dual-enrollment courses by the first working day in May.
2. Review request for exceptions to textbook selection and approve textbooks that adequately meet the curriculum objectives for the college dual enrollment courses.

C. Student(s) may be required to provide, at his or her own expense, additional materials such as safety glasses, uniforms, safety shoes, kits, etc. ISD shall notify students of the need for such additional materials and shall inform the student that the student is responsible for the purchase or cost of said materials.

XII. Termination and renewal of this memorandum of agreement:

- A. This Agreement will commence on 8/1/2022 and will expire on 7/31/2023.
- B. Prior to its expiration, this Agreement may be renewed, for additional one-year periods, not to exceed five (5) years, upon the mutual written consent of both parties.
- C. This agreement, may be terminated by either party providing written notice to the other party of its intent to terminate this Agreement. In the event of termination, any students currently enrolled in dual-credit programs will be permitted to complete the course(s) pursuant to the terms and conditions of this Agreement.

¹ Cost per semester credit hour per student.

²Faculty member paid by LSCO.

- D. The notice of termination must be provided no later than 90 days prior to the desired date of termination.

XIII. Amendments to this Agreement.

- A. This agreement, once signed by the LSCO Executive Director of Strategic Partnerships and the ISD Superintendent, may be amended in writing and agreed upon by both parties.
- B. Written requests must be delivered to the Principal and Executive Director of Strategic Partnerships thirty (30) days before the requested amendment is effective.

XIV. No Waiver of Immunity

- A. The execution of this Agreement and the performance of ISD of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to ISD, its trustees, officers, employees, or agents under federal or Texas laws. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed as a waiver by either party of any of its constitutional, statutory, or common law rights, privileges, immunities, or defenses. To the extent the terms of this section conflict with any other provision in this Agreement, the terms of this section shall control.

XV. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of law's provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

A. For LSCO:

Executive Director of Strategic Partnerships
Luke A. Bourgeois
410 Front Street
Orange, TX 77630

B. For the ISD:


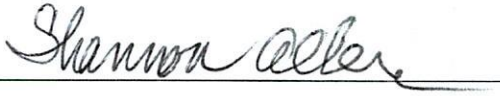
Principal or designated ISD employee.
Dr. Shannon Allen
Beaumont ISD
3395 Harrison Ave.
Beaumont, TX 77706

XVI. Non-Appropriation of Funds

The term of this Agreement is a commitment of ISD's current revenue only. Notwithstanding the terms of this Agreement, ISD is obligated to make payments only as approved each year by ISD's Board of Trustees. ISD's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of ISD.

XVII. Hold Harmless

To the extent authorized by Texas law, the parties agree to hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each part, its officers, employees or agents, may incur arising from the actions of the other party during the performance of any provision of this agreement or from the activities of the District and LSCO personnel, students, faculty, as aforesaid under the provisions of the Agreement

 9-21-22 

Luke A. Bourgeois, Executive
Director of Strategic Partnerships
Lamar State College Orange

Date

Dr. Shannon Allen, Superintendent
Beaumont Independent School District

Date