

Lamar State Colleges and Kountze District Dual Enrollment Agreement 2023-2028

This agreement is made by and between the Lamar Institute of Technology (LIT), Lamar State College Port Arthur, Lamar State College Orange (LSCO) and the Kountze 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 the ISD and the IHE. 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 January 1, 2024.

I. General Information.

The content of this dual enrollment agreement is based on 19 Tex. Admin. Code § 4.D 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 successfully transitioning to and accelerating through postsecondary education.

GOAL 3: All dual enrollment students 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 Institute of Technology – 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: LIT website (<https://lit.edu>); LIT dual enrollment brochures; LIT updates and emails disseminated to school administrators, counselors, and teachers; and LIT conducted workshops and presentations. Lamar Institute of Technology offers workshops to high school counselors that provide detailed information related to the development and implementation of dual enrollment programs with LIT.

Lamar State College Port Arthur – 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: LSCPA website (www.lamarpa.edu); LSCPA dual enrollment brochures; LSCPA updates and emails disseminated to school administrators, counselors, and teachers; and LSCPA conducted workshops and presentations. Lamar State College Port Arthur offers workshops to high school counselors that provide detailed information related to the development and implementation of dual enrollment programs with LSCPA.

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 on developing and implementing 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 school's website. The school will also be responsible for marketing dual enrollment opportunities by disseminating information and updates provided by LIT, LSCPA, or LSCO to prospective students and parents. The school agrees to allow and support counselors and other school personnel's participation in workshops and informational sessions conducted by LIT, LSCPA, or LSCO.

II. Eligible Courses.

- A. Lamar State College Dual Enrollment Staff and/or Administrators will collaborate with School District administration and/or counselor(s) to identify courses that may be offered.
1. Exceptions include:
 - a. Competitive entry allied health programs.
 - b. 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) the college offers unless otherwise specified in the agreement.
- C. Establish Course(s).
1. The high school must request, in writing, to offer a dual enrollment course on the high school campus. The request must include the course title, course rubric, HS faculty member (See Section VIII for faculty criteria), course location, and meeting times. Requests must include dual enrollment courses for the academic year (fall semester and spring semester). Requests must be submitted to the Executive Director of Strategic Partnerships.
 2. For courses that begin in the fall semester, LSCO must be notified no later than the first working day in June.
 3. the course will be added to the appropriate Lamar State College schedule if the request is approved. Until this process has occurred, students cannot register for the course(s).
 4. After receiving them from the ISD, The Dual Credit Department will communicate the course list to the appropriate Executive Vice President/Provost and Department Chairs. The Academic department will coordinate with the dual credit department to ensure that each campus has access to the syllabi or any additional course and program expectations.
- D. Academic credit or technical courses may be provided at a high school in the district or at LIT, LSCPA, or LSCO.
- E. Credit and noncredit courses offered on either the high school or LIT, LSCPA, or LSCO campus will be eligible for dual enrollment status.

III. Student Eligibility.

1. Technical Course(s): Students applying for Dual Enrollment course(s) intending to pursue 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.

2. TSI Score requirements in the tables below are subject to change. TSI score requirements will be based on the current THECB guidelines.

Academic Courses	
STAAR	Score of Level 2 on Algebra I EOC, score 4000 or Meets Score of Level 2 on English II EOC, score 4000 or Meets
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 Texas Higher Education Coordinating Board)

Required TSI Assessment Score	Minimum Score
Mathematics	950 OR 910-949 + diagnostic score of 6
ELAR	945-990 + Essay of at least 5 OR 910-944, a diagnostic score of 4, 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 21 or under.
- D. It is strongly recommended that the ISD evaluate the background and maturity level of the student prior to registration in any college credit course.
- E. Seniors who will graduate at the end of the second semester of high school are eligible for dual enrollment participation during Summer I and II of the year they graduate.

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. The student and the parent/guardian should review the checklist and verify the completed application steps.
- C. The student is responsible for completing TSI testing as early as possible before the beginning of the semester. If the participating High School does not conduct its TSI Testing, School District personnel should coordinate required testing with the Testing Center.
 LIT (409)839-2027 or testingcenter@lit.edu
 LSCPA (409) 984-6244 or Testing@lamarpa.edu
 LSCO (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 ten days before the first class day. All students under 22 attending classes at LSCO must comply with this requirement.
- E. High school counselors will:
1. Advise students and parents and disseminate dual enrollment program information.
 2. Provide course descriptions and course syllabi to students and parents for review during the approval process for students.
 3. Facilitate Supplemental Dual Enrollment Applications, including their dissemination, completion, and collection by June 1st.
 - a. Provide instruction and guidance in completing and submitting the “Apply Texas” application, including the student’s social security numbers.
 - b. Submit an official high school transcript to the dual credit team.
 - c. Identify students that may require additional documents (ex., immigrants).
 4. Submit 504 Plan or Special Education IEP to the LSCO Special Populations Coordinator for those students requesting accommodations.
 5. Residency. Proof of residency is not required for high school students registering for dual enrollment classes at LIT, LSCPA, or LIT. 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 the State Department and valid photo ID.

F. Timeline

Students applying for admission to LSCO, LIT, or LSCPA 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 – June 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. The IHEs will allow ISD dual credit faculty to attend in-service training when possible, provided at various times throughout the year, to ensure that ISD faculty teaching courses for dual credit meet the academic rigor and expectations of the department.

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 shall facilitate time for ISD Dual Credit faculty and LSCO faculty to meet each semester to review the curriculum, methodology, schedules, and student evaluation as it relates to the requirements for meeting the course standards.
3. LSCO and the ISD will monitor the quality of instruction in all courses for dual credit to ensure compliance with standards established by the state, Southern Association of Colleges and Schools Commission of Colleges (SACSCOS), Lamar State Colleges, 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
 - 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 rules governing attendance, classroom management, and record-keeping while conducting courses on the high school campus.
4. LSCO strongly encourages the ISD to ensure that dual credit courses taught via distance learning are assigned a facilitator for proctoring and monitoring the dual credit course and students. See Appendix C

D. Grading.

1. Grading will be consistent with the grading policy in the LSCO course syllabus. Audit grades are not allowed.
2. 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.
3. Final grades for students shall be submitted electronically by the faculty member teaching the course according to the IHE Grade Reporting Process, the IHE Academic Calendar, and the ISD Grading Calendar. Grades will be reported to the ISD no less than 3 times per semester for students registered for dual enrollment classes on the LSCO campus.

E. Physical and Cyber Security

The ISD is responsible for providing a healthy, safe, and secure environment to all students and staff. The ISD will be responsible for providing a statement about its current comprehensive safety plan and crisis communication plan, including how the ISD disseminates emergency procedures and other health and safety-related procedures. The ISD shall describe their dedicated police force structure, other security officer presence on their campus, or use of local law enforcement agencies. The ISD shall disclose any open or recently closed investigations by the Office of Civil Rights for possible violations alleging sexual violence. The ISD will be responsible for providing a statement about their current Cybersecurity plan and/or protocols. The information above should be furnished to LSCO within the first semester of executing this addendum utilizing the form found in the appendix.

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 may be required to attend organizational meetings at the IHE campus when requested when possible.
- B. It will be the responsibility of the high school Principal to ensure that high school-embedded adjunct instructors teaching dual enrollment courses abide by the conditions of this agreement.

VIII. Faculty Selection, Supervision, and Evaluation.

A. Selection.

- 1. Embedded adjunct faculty for college courses offered at the high school during regular school hours are to be agreed upon mutually by the high school and college personnel in accordance with locally established procedures.
- 2. Dual enrollment faculty members must meet the criteria specified by LSCO, LIT, and LSCPA and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- 3. Procedure to assign embedded adjunct faculty for high school dual enrollment:
 - a. The potential Dual Credit ISD embedded adjunct faculty must complete an employment application and provide copies of the appropriate credentials. The Principal must submit the recommendation in writing along with copies of credentials and supporting documents. Documents must include official transcripts. Other documents may include copies of licenses, work verification, etc.
 - b. The potential new hire must complete an interview following the IHE Human Resources practices
 - c. The IHE dean or designee will recommend the new hire for embedded instruction at the high school,

- d. The new hire must provide all documents required of the IHE Human Resources Department.
- e. All documents must be submitted at least thirty (30) days before the faculty member teaches a dual enrollment course(s).
- f. Notification of changes of faculty assignments at the ISD should be discussed no later than as follows:

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

This change includes IHE faculty being replaced by local ISD embedded dual credit faculty or its converse of Local ISD being replaced by IHE faculty

B. Faculty Background Screening.

1. College faculty who teach dual enrollment courses on the high school campus may be required to undergo background screening conducted by the school district. LSCO will be responsible for ensuring that all such employees have been screened by the school district prior to their teaching assignment.
2. Although the school district 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.
3. The IHE will be responsible for the costs associated with the background screening for IHE 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 ISD will inform each instructor that he/she will be involved in an evaluation program conducted by the IHE and that this program will not be used to determine the employment status of the instructor. The instructor should provide the information before being assigned a dual enrollment class.
 - b. The IHE will identify the college administrator conducting the evaluation program at each high school and provide the name of such person to the ISD.
 - c. The IHE 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 school district office. The Principal, LSCO evaluator, and instructors will decide collaboratively how and when the evaluation will be implemented. The decision should include the following:
 - i. The time that classroom observations will be conducted should include who will conduct the observation, the number of observations, and the procedures for scheduling pre- and post-observation conferences.
 - ii. The manner in which the Faculty Evaluation form will be completed and how it will be shared with the instructor. The faculty will receive a personal copy of the evaluation. Only upon the faculty member's request and/or approval will a copy be shared with school or district personnel. This summative conference should occur 10 days after the last observation.

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) with recent and/or well-documented physical and/or learning disabilities 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 Transition 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 the IHE will share equally in the cost of reasonable accommodations that are mutually agreed upon for dual enrolled student(s) who are registered for the dual enrollment course(s) on the IHE campus or at another location, i.e., high school campus outside of the normal high school hours.
4. Nothing herein shall make the IHE a party to the Transition Plan, nor shall the IHEs be given or required to have a Transition Plan with a dual enrollment student. The IHE Office of Special Populations shall work with ISD to determine accommodations.

B. Confidentiality.

1. Each party acknowledges that each party will send and receive information on students, which is considered confidential under federal and Texas laws.
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. LIT, LSCA, and LSCO agrees to:
 - a. Coordinate and confirm dual enrollment registrations with School District personnel 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.
2. The ISD will supervise a change in student enrollment status.
 - a. Notify the Dual Credit Department about a student's intent to drop or withdraw from the course(s).

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 penalties noted in the syllabi of the LSCO courses in which he/she is registered.

E. Student Issues and Complaints.

1. Informal Student Complaints (excluding discrimination or safety)

A student complaint may result from academic experiences or non-academic matters involving administrators, staff, or other students/student organizations. Regardless of the course modality and/or campus location of the issue, the protocol for handling complaints will be the same.

2. All complainants should attempt an informal resolution by speaking with the appropriate parties. If the informal complaint is not resolved to the student's satisfaction within five (5) business days of the incident, the student may decide to present their informal complaint as a formal complaint within the next five (5) business days.

3. Intake form for student Complaints (excluding discrimination or safety)

Except in the case of safety concerns (e.g., harassment/sexual misconduct/Title IX complaint), a student who has not successfully resolved an informal complaint should utilize the Student Complaints Intake Form.

4. Only complaints submitted within the stated timeframe will be considered. Upon submitting a formal complaint for concerns excluding discrimination and safety through the Complaint Intake Form, the student will be contacted through their LSCO, LIT, or LSCPA email to schedule an initial conference and receive guidance on how to proceed. Additional documentation may be requested during the initial conference. After the initial conference with the student, no new documents may be submitted while the process is ongoing, even during the subsequent reporting levels of administration.

X. Funding.

A. Tuition.

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. The tuition rate is \$45.00 per Semester Credit Hour if the course is taught by an LSCO instructor.
4. The tuition rate is \$45.00 per Semester Credit Hour if the course is taught by an ISD instructor.
5. Tuition rate is zero if a CTE course is taught on the ISD campus by an ISD instructor when the courses are within the student's program of study
6. LSCO reserves the right to cancel course sections in which enrollment is less than 10 students. A minimum enrollment of 10 may be comprised of students from multiple districts.
7. For programs requiring professional liability insurance, the required professional liability insurance will be paid by the ISD. LSCO will bill the ISD for these fees. Tuition and Fees are due before the end of the semester in which students are enrolled.

8. Students are responsible for any miscellaneous fees (Rec Center equipment use fees, Student Health Center services fees, parking violation tickets, etc.) they incur while enrolled in dual enrollment courses at LSCO.
9. Tuition and Fees are subject to change without notice by action of *The Texas State University System*.

Table 1: Tuition and Fees

	Campus Location	Faculty	Description	Tuition per SCH	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	Any
D	ISD	ISD	CTE Course at high school site with ISD instructor	\$0	\$0	\$0	Any

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 basic instructional supplies and provide a best effort to supply students with textbooks currently adopted by the IHE.
2. Purchase, store, and maintain textbooks used in the dual enrollment course(s).

B. Responsibility of the IHE:

1. Provide the Principal with a list of adopted textbooks by the first working day in May.
2. Review requests 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.

XII. Termination and renewal of this memorandum of agreement:

¹ Cost per semester credit hour per student.

²Faculty member paid by LSCO.

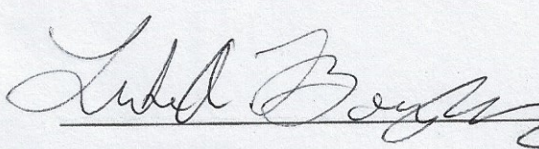
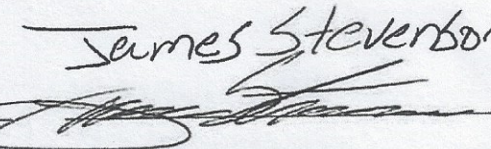
- A. This agreement shall commence on 1/3/2024 and expire on 7/31/2028.
- B. Prior to its expiration, this agreement may be renewed for a period not to exceed five years upon the mutual written consent of both institutions.
- C. Prior to its expiration, this agreement may be terminated by either institution providing written notice of its intent to terminate to the other institution.
- D. The notice of termination must be provided no later than six (6) months before the desired termination date.

XIII. Amendments to this Agreement.

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

XIV. Contacts.

- A. This agreement will be effective for five (5) years from the year the agreement is signed.
- B. For LSCO:
 - 1. Executive Director of Strategic Partnerships or Administer of Technical Dual Credit
- C. For the ISD:
 - 1. Superintendent or designated ISD employee.

  1/5/2023

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

Date

Insert Name, Superintendent
Insert Name Independent School District

Date