



Lamar State College Orange and Nacogdoches Independent School District Dual Enrollment Agreement 2023-2028

This agreement is made by and between the Lamar State College Orange (LSCO or the college) and the Nacogdoches Independent School District (ISD or the school district). The purpose of this Agreement is to allow for 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 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 16, 2023.

I. General Information.

The content of this dual enrollment agreement is based upon 19 Tex. Admin. Code § 4.D 4.84 and statewide goals established under Texas Education Code §28.009 and the collaborative efforts of Texas Education Agency (TEA) and the Texas Higher Education Coordinating Board (THECB).

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 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 school's website. The school will also be responsible for marketing dual enrollment opportunities by disseminating information and updates provided by LSCO to prospective students and parents. The school 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 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) that the college offers them unless otherwise specified in the agreement.
- C. Establish Course(s).
 - 1. The ISD must request, in writing, to offer a dual enrollment course on the high school campus. The request must include the course title, course rubric, high school 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 LSCO Dual Credit Director.
 - 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 LSCO Dual Credit Department will forward the list of courses being taught to the Executive Vice President/Provost and Department Chairs after receiving them from the ISD. The Dual Credit Director will send LSCO syllabi for each course to the Principal of each high school. Before the first class meeting, the ISD will send the teachers individual syllabus for each course to the Dual Credit Department.
- D. Academic credit or technical courses may be provided at a high school in the school district or at LSCO.
- E. Credit and noncredit courses offered on either the ISD high school or LSCO campus will be eligible for dual enrollment status.

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 Texas Success Initiative (TSI) complete. However, students will be required to meet TSI requirements for applicable degree changes or courses that require satisfactory score on the TSI.
- 2. TSI Score requirements, in the tables below, are subject to revision. Should TSI Score requirements change, LSCO shall notify the ISD in writing. TSI score requirements will be based upon the current 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 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
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- B. ISD 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 ISD 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. The ISD shall inform the student and the parent/guardian should review the checklist and verify the respective application steps have been completed.
- C. The student shall be informed that he/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, School District personnel should coordinate required testing with 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 (e.g., immigrants).

4. Submit 504 Plan or Special Education Individualized Education Program (IEP) to the LSCO Special Populations Coordinator for those students requesting and/or requiring accommodations.
 - a. Residency. Proof of residency is not required for high school students registering for dual enrollment classes at LSCO.

F. Timeline

Students applying for admission to Lamar State College Orange should complete the application and submit required documentation as required by ISD and LSCO.

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. ISD high school Principals and college personnel will coordinate course offerings with the ISD 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, if any.
3. College instructors must comply with all applicable rules governing attendance, classroom management, and record-keeping while conducting courses on the ISD high school campus, including ISD policies.
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.

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.
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. ISD will not adopt LSCO's grading policy. For purposes of student transcripts, ISD will award and transcribe grades in accordance with the ISD's grading policy.

VI. Transcription of Credit.

- A. ISD approved dual enrollment courses will be used to fulfill high school credit graduation requirements or elective credit.
- B. All college credit courses offered by LSCO 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 ISD high school campus during regular school hours will be required to attend organizational meetings when requested by the ISD.
- B. It will be the responsibility of the ISD high school Principal to ensure that ISD high school instructors teaching dual enrollment courses abide by the conditions of this agreement.
- C. Dual enrollment instruction will be provided for dual enrollment students only. ISD students not enrolled in dual enrollment courses will not receive instruction in the same classroom at the same time as dual enrollment.

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 ISD high school dual enrollment faculty:
 - a. The ISD Principal must recommend to LSCO personnel to teach dual enrollment classes. The ISD Principal must submit the recommendation in writing to LSCO 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 ISD Principal and the LSCO Executive Vice President/Provost 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 ISD 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. Additionally, the school district reserves the right to request removal of LSCO faculty from the school district campus at any time in school district's sole discretion, provided the ISD does not exercise this right for a discriminatory manner or purpose. ISD shall immediately contact LSCO regarding the removal and the reasons therefore and ISD agrees to provide LSCO with a written summary concerning same.
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 ISD 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 ISD 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 school district 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 the 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 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 no later than 10 days after the last observation.

- iv. The LSCO evaluator, upon the request of the ISD Principal, will coordinate with the ISD 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.
- d. The above evaluation(s) conducted by LSCO do not limit the school district's ability to evaluate school district employees consistent with its own policies.

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 plan 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 Section 504 plan or IEP.
2. Additional testing to receive these accommodations will not be required for students taking courses on either the ISD 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, if any.
4. Nothing herein shall make LSCO a party to the Section 504 Plan or IEP nor shall LSCO be given or required to have a Transition 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 enrollment 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. In the event the student is a dependent of the parents or legal guardians for tax purposes under IRS rules, LSCO may disclose personally identifiable information from the student's education records to the student's parents or legal guardians. 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 acknowledges that each party will send and receive information on students which is considered confidential under federal and Texas laws.
3. 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. In the event that the college instructor is unable to attend a scheduled class, LSCO will arrange for and provide a qualified substitute instructor. The high school will provide a substitute instructor in the event that the high school instructor is unable to attend a scheduled class.
2. Lamar State College Orange agrees to:
 - a. Coordinate and confirm with school district personnel LSCO dual enrollment registrations at least one week prior to the first day of class.
 - b. Coordinate and confirm, with ISD high school dual enrollment contact, when a student drops or withdraws from a course.
 - c. Notify ISD high school counselors when a student has unexplained absences or is in jeopardy of failure.
3. The ISD agrees to:
 - a. Supervise a change in student enrollment status..
 - b. Notify the LSCO 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 ISD Principal will notify the LSCO 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.

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 Texas State University System 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. Tuition rate is zero if a Career and Technical Education (CTE) course is taught on the ISD campus by an ISD instructor.
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 revision 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	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 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 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.

¹ Cost per semester credit hour per student.

²Faculty member paid by LSCO.

- 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 shall commence on 8/16/2023 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 parties.
- C. Prior to its expiration, this agreement, may be terminated by either party providing written notice of its intent to terminate to the other party. In the event of termination, any students currently enrolled in dual enrollment programs will be permitted to complete the course(s) pursuant to the terms and conditions of this Agreement.
- D. The notice of termination must be provided no later than six (6) months 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 the Executive Director of Strategic Partnerships thirty (30) days before the requested amendment is effective.

XIV. No Waiver of Immunity.

- A. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XV. Governing Law.

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws 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 Nacogdoches County, Texas.

XVI. Non-Appropriation of Funds.

- A. 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. Severability.

- A. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVIII. Contacts.

- A. This agreement will be effective for five (5) years from the year the agreement is signed.

B. Notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is set forth below), when received:

1. For LSCO:

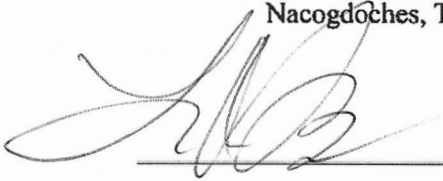
Executive Director of Strategic Partnerships or Administer of Technical Dual Credit

Luke A. Bourgeois
410 W Front Street
Orange, TX 77630

For the ISD:

2. Coy Van Valkenburgh

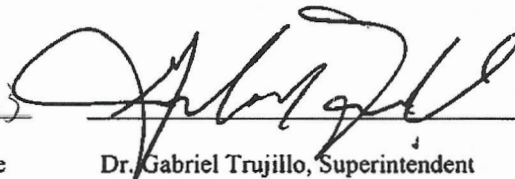
4310 Appleby Sand Rd.
Nacogdoches, Texas 75964



8-25-23

Luke A. Bourgeois
Administer of Technical Dual Credit
Lamar State Colleges

Date



Dr. Gabriel Trujillo, Superintendent
Nacogdoches Independent School
District

Date

8/23/23