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# DUAL CREDIT PARTNERSHIP AGREEMENT
# BY AND BETWEEN
# LAMAR INSTITUTE OF TECHNOLOGY
# AND
# WEST SABINE ISD
# 2026-2031

This Dual Credit Partnership Agreement (this "Agreement") is made by and between the Lamar Institute of Technology, an agency and institution of higher education established under the laws of the State of Texas ("LIT"), and West Sabine ISD (the "School" or "ISD"). LIT and School may be referred to singularly as a "Party" and collectively as the "Parties." This Agreement shall become effective as of June 1, 2026.

**WHEREAS**, Texas Education Code ("TEC") §§ 28.009, 29.182, and 29.184 and 19 Texas Administrative Code ("TAC") Chapter 4, Subchapter D authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such a course.

**WHEREAS**, LIT offers a dual credit partnership program ("Program").

**WHEREAS**, School and School's students ("Students") wish to participate in the Program as provided herein.

**NOW, THEREFORE**, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

## Overview of the Program

This Agreement is established in accordance with Title 19, TAC, Part 1, Chapter 4, Subchapter D, §4.84 and the statewide goals outlined in TEC §28.009. This Agreement reflects the joint commitment of the Texas Higher Education Coordinating Board (the "THECB") and the Texas Education Agency ("TEA") to promote access to high-quality dual credit opportunities that prepare high school students for success in postsecondary education and the workforce.

The purpose of this Agreement is to define the responsibilities and expectations of the School and LIT in providing courses through which a student may simultaneously earn high school and college credit. The Parties seek to ensure equitable access, academic rigor, and seamless transition from secondary to postsecondary education in compliance with state standards.

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Goals of the Program

- **Goal 1:** School and LIT will engage in purposeful and collaborative outreach to ensure that all students and parents are informed of the benefits, costs, and expectations of dual credit participation, including eligibility criteria, enrollment procedures, and tuition/fee policies.
- **Goal 2:** Dual credit programs will assist high school students in successfully transitioning to and accelerating through postsecondary education pathways.
- **Goal 3:** Dual credit students will receive appropriate academic advising, college readiness support, and access to student services designed to promote persistence and college completion.
- **Goal 4:** Dual credit courses will maintain the same quality, rigor, learning outcomes, and standards as corresponding courses offered at the college or university to ensure student success in subsequent coursework.

Program Requirements

1. Eligible Courses
   LIT shall establish and conduct the courses included in the degree plans made available to Students under this Agreement. Students are encouraged to take coursework that will apply to a future major or area of interest.
2. Faculty Selection, Supervision, and Evaluation
   LIT shall select all instructors of dual credit courses. Instructors teaching dual credit courses in the Program must meet the same academic and professional qualifications required of faculty teaching the same courses at LIT's main campus, as specified by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") or other applicable accrediting body. LIT shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures for instructors at LIT's main campus.
3. Student Eligibility
   Students are eligible to participate in the Program if they meet the eligibility requirements (i) established by the THECB, including demonstrated college readiness through approved assessment scores or other criteria as defined in TAC §4.85; and (ii) established by LIT as outlined in Exhibit A to this Agreement.

   Additional qualifications may apply depending on the Program agreed between the Parties. Any additional qualifications will be listed in Exhibit A. In the event of any inconsistency between the eligibility requirements listed on LIT's website and those listed in Exhibit A, the requirements in Exhibit A will control.

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4. Course Curriculum, Instruction, and Grading
   Each dual credit course offered under this Agreement shall be the same as the course offered to LIT students in content, learning outcomes, evaluation methods, and rigor. LIT will ensure that course syllabi, grading standards, and student learning assessments are equivalent to those used in corresponding college-level LIT courses.
5. Academic Policies and Student Support Services
   Regular LIT academic policies will apply to courses taken through the Program. Student support services, including but not limited to, academic advising and counseling are available to Students enrolled in the Program.
6. Student Advising
   LIT and School will establish common advising strategies and terminology related to dual credit and college readiness. School will designate at least one (1) employee to be responsible for providing academic advising to a Student enrolling in a dual credit course under the Program before the Student begins the dual credit course.
7. Transcription of Credit
   At the end of each term, LIT will provide a grade roster with letter and numeric grades to the School's designated representative. School will make the necessary arrangements to post the grade for the dual credit course on Student's high school record. Any grade received by Student in a dual credit course will remain on the Student's LIT record in accordance with LIT policy. Students can request a transcript from LIT upon payment of fees.
8. Funding
   Students enrolled in an LIT Program will be charged the dual credit tuition rate outlined in Exhibit A.
9. Code of Conduct
   All students enrolled at LIT, including but not limited to Students in the Program, are required to abide by the standards outlined in LIT's student code of conduct and academic integrity policy.
10. Program Oversight and Evaluation
    Both Parties agree to conduct ongoing evaluation of the Program to ensure compliance with TAC §4.84, adherence to institutional and state standards, and continuous improvement in student access, equity, and success.
11. Outreach and Education
    LIT: Information regarding current benefits, enrollment, and fee policies associated with dual enrollment are accessible via one or more of the following media: LIT website (https://lit.edu); LIT dual enrollment brochures; LIT updates

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and emails disseminated to school administrators, counselors, and teachers; and LIT conducted workshops and presentations..

School: School agrees to post information regarding the benefits, costs, and enrollment procedures for Programs offered under this Agreement on its website. School further agrees to advertise and market LIT Program opportunities by disseminating information and updates provided by LIT to prospective students and parents. School agrees to support counselors and other School personnel to participate in Program workshops and informational sessions conducted by LIT.

12. Data Sharing and FERPA Compliance

**Data Sharing**
If a Student is enrolled concurrently at LIT and School as part of the Program, the Parties may disclose an education record(s) regarding Student in accordance with United States Code, 34 CFR 99.34. The Parties agree that each has a legitimate educational interest in Student's education records for purposes of FERPA (the *Family Educational Rights and Privacy Act*). Each Party hereby designates the other Party as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the education records is required by each Party to carry out the purposes of this Agreement.

School understands and acknowledges that once Student is enrolled in an LIT course, Student is under the postsecondary rules of FERPA and Students are given the right of privacy in their education records when enrolled in LIT courses, regardless of their age. Any disclosure of Student's education records to parents, legal guardians, or third parties by LIT is at LIT's sole discretion. However, School will abide by the rules of FERPA applicable to primary and secondary public schools.

**Data Coordination**
The ISD and LIT agree to share data necessary to administer and report on the FAST program, including student enrollment, eligibility verification, and award disbursement consistent with TAC §4.84(b)(19).

**Confidentiality**
Both Parties agree that shared data will be transmitted securely and maintained in compliance with FERPA and applicable state privacy laws.

13. Annual Review
School and LIT will jointly review financial aid processes annually to ensure program effectiveness, data accuracy, and continued compliance with TEC §28.0095, TAC Chapter 13, Subchapter Q, and the partnership requirements of TAC §4.84.

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General Provisions

1. Term and Termination

The term ("Term") of this Agreement will begin on the Effective Date and shall be in effect for five (5) Years.

This Agreement may be terminated by either Party upon sixty (60) days' written notice. Notwithstanding the foregoing, however, any Student enrolled in the Program at the time of termination shall be permitted to complete the semester or term in which the student is enrolled.

2. Relationship of the Parties

The Parties are independent contractors, and the relationship between the Parties does not and will not constitute a partnership, agency, or joint venture. Neither Party shall have the authority to make any statements, representations, or commitments of any kind or take any action that will be binding on the other Party, without the prior written consent of such other Party.

3. Assignment

This Agreement may not be assigned or delegated by either Party without the written consent of the other Party.

4. Notices

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications required or permitted under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) when received, or (iii) if delivered by email (to the extent an email address is provided below), when received:

If to LIT: dualcredit@lit.edu

If to School:

5. Non-Waiver

No condition of this Agreement may be waived except by written consent of the

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waiving Party. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the condition to be performed by the other Party.

6. Severability

In the event that 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 respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in it. The Parties may mutually agree to renegotiate this Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

7. Governing Law

Jefferson County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas.

8. Entire Agreement; Modifications

This Agreement (including all exhibits, schedules, supplements, and other attachments (collectively, “Exhibits”)) supersedes all prior agreements, written or oral, between School and LIT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter.

This Agreement is binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by LIT and School. All Exhibits are attached to this Agreement and incorporated herein for all purposes.

9. Indemnification and Hold Harmless

Both Parties understand and acknowledge that each Party is a political subdivision of the State of Texas and the Texas Constitution prohibits either Party from giving indemnities. Notwithstanding any contrary provisions of the Agreement, neither Party may indemnify or hold harmless the other Party.

**IN WITNESS WHEREFORE**, LIT and School have executed this Agreement to be effective as of the Effective Date.

**LIT**: **SCHOOL**:

DocuSigned by:
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| | | | |
|---|---|---|---|
| Dr. Sidney Valentine, President, Lamar Institute of Technology | Date | Dr. Carnelius Gilder, Superintendent, West Sabine ISD | Dat e |

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## Exhibit "A"

Eligible Courses

1. LIT and School will work together to identify dual credit courses that may be offered under this Agreement. Certain courses may be accepted, including but not limited to, competitive entry allied health program courses and any courses that have additional requirements (e.g., Emergency Medical Services Program classes that require participants to be at least 18 years of age).
2. Eligible courses may be taken in any format (face to face, online or hybrid) that LIT offers said courses unless otherwise specified in writing between the Parties.
3. Establish Course(s).
    1. School must request, in writing, to offer a dual enrollment course on the School's campus. 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 Director.
    2. For courses that begin in the fall semester, LIT 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 LIT schedule. Until this process has occurred, Students will not be able to register for the course(s).
    4. The Dual Credit Director will share the list of courses being taught with the Provost/Vice President for Instruction, Deans and Department Chairs after receiving them from the ISD. The Dual Credit Director will send LIT 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.
4. Academic credit or technical courses may be provided at a high school in the district or at LIT.
5. Credit courses offered on either the high school or LIT campus will be eligible for dual enrollment status.

**II. Student Eligibility.**

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1. A student enrolling in dual enrollment college credit course(s) must qualify according to the following criteria:

   GPA.

   a. Unweighted cumulative GPA of 3.00 for academic course(s).
   b. Unweighted cumulative GPA of 2.00 for technical course(s).

2. Academic and Technical Course(s): Students applying for Dual Enrollment course(s) with the intent of pursuing an Associate's degree, **must** achieve a satisfactory score on the TSI™ test prior to their Application Date.
3. 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 score on the TSI.
4. TSI Score requirements, in the tables below, are subject to change. TSI score requirements will be based upon the current THECB guidelines. *The updated TSI exemption guidelines below will go into effect January 2025 per TAC Title 19, Part 1, Chapter 4, Sub Chapter C, Rule 4.54.
5.

| Academic Courses | |
|---|---|
| **STAAR** | Score of Level 2 on Algebra II EOC, Score 4000<br>Score of Level 2 on English III EOC, Score 4000 |
| **TSI** | Mathematics score of ≥350<br>Reading score of ≥351 and<br>Writing score of ≥340 with 4 on essay |

6. **As of January 2021, minimum scores for the MATH 1332, MATH 1314, and ENGL 1301 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, diagnostic score of 5 or 6, and Essay of 5-8 |

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2. 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.
3. Students must meet the stated pre-requisite(s) and/or co-requisite(s) of each course and be at least in the 9th grade.
4. It is strongly recommended that the background and maturity level of the student be considered prior to registration in any college credit course.
5. Seniors who will graduate at the end of the high school second semester are eligible for dual enrollment participation during Summer I and Summer II of the year in which they graduate provided that the course(s) and credits may be recorded on the high school transcript by the date of high school graduation. All other eligible students may participate in Summer I and II.

**III. Admissions and Registration.**

1. Counseling Sessions.
    a. 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. A student may replace a grade by repeating a course. When a course is repeated, the highest grade earned is the official grade. In the case of repeated courses, all grades will remain on the transcript, however, only the highest grade will be used to calculate the grade point average
2. LIT 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 respective application steps have been completed.
3. The student 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 LIT Testing Center.
   (409)839-2027 or testingcenter@lit.edu
4. Education Code §1.9192 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-

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class day. All students under the age of 22 attending classes at LIT must comply with this requirement.

5. 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 using Texas Records Exchange (TREx) or by mail to Lamar Institute of Technology, Office of Student Success
      P.O. Box 10043 Beaumont, TX 77710.
      c. Identify students that may require additional documents (ex. immigrants).
   4. Residency. Proof of residency is not required for high school students registering for dual enrollment classes at 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 State Department and valid photo ID.

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6. Timeline

   Students applying for admission to LIT should complete the application, and submit 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

7. Registration and Census

   College and Dual Credit Faculty teaching dual credit courses are required to check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the dual credit course and are required to refer any students not on the roster to the appropriate School District counselor and the Dual Credit Enrollment Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

## IV. Course Curriculum, Instruction, and Grading.

1. 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.** LIT 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.

2. Curriculum Alignment

   **1.** Curriculum Coordination:
   The high school and LIT will ensure that all dual credit courses align with the Texas Essential Knowledge and Skills (TEKS), the Texas Core Curriculum (when applicable), and the student learning outcomes required by LIT. High school principals and college personnel will collaborate to coordinate course offerings with the high school curriculum in accordance with locally established procedures and the requirements of TAC §4.84(b)(13).

   **2.** Faculty Collaboration and Review:
   ISD and LIT faculty teaching the same or equivalent courses shall meet each semester to review curriculum alignment, instructional methodology, course materials, assessment standards, and student learning outcomes. These

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meetings are intended to ensure that the dual credit courses maintain the same content, rigor, and quality as corresponding courses offered on the college campus, consistent with TAC §4.84(b)(14).

3. Quality Assurance:
   LIT and the ISD will jointly monitor and evaluate the quality of instruction in all dual credit courses. Oversight will include classroom observation, review of syllabi, student learning assessment data, and adherence to accreditation standards set by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the Texas Higher Education Coordinating Board (THECB), and local institutional policies.

D. Continuous Improvement:
Findings from curriculum reviews and instructional evaluations will be used to inform professional development opportunities, improve teaching effectiveness, and ensure continued compliance with state, institutional, and accreditation requirements.

E. Instruction.

**1.** Schedule.

a. Dual enrollment courses taught by LIT faculty and ISD faculty will be taught in accordance with the LIT schedule and calendar or as agreed upon by ISD and the LIT Provost/Vice President for Instruction

b. All courses taught for dual credit must meet the instructional minutes required by the Texas Higher Education Coordinating Board.

c. The School District will ensure that all dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction. Only in circumstances, when a State of Emergency is activated, may a Dual Credit Faculty be approved to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System.

d. Contact Hours Pertaining to Dual Credit Students - Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories.

e. Dual credit classes will follow LIT Academic Calendar. Exceptions may be arranged through collaboration between LIT and the school district. When the requested exception involves the Final Exam Schedule for full semester classes, the Provost/Vice President for Instruction will be involved in any decision. LIT requires that the Provost/Vice President for Instruction approve any exception.

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Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams.

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 LIT 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. The School District will work with LIT so college personnel will have the opportunity to monitor the quality of instruction in compliance with LIT's course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.
5. LIT 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
6. Location of Courses (courses may be offered at the ISD or LIT campus)
    a. Students taking courses located on the LIT campus will adhere to the standards for student behavior outlined in the syllabi and/or student handbook if applicable.
        i. Courses offered via embedded/credentialed instruction (ISD-provided instruction at the local high school campus) must meet the rigor and equipment requirements for LIT. The ISD site will become an Off-Campus Instructional Site (OCIS), and complete the required additional forms within the first semester of student instruction. This includes the completion of the following: Off-Campus Instructional Site IT Resources Questionnaire (Appendix B)
        ii. Off-Campus Instructional Site Information (Appendix A)
    b. Courses provided on the ISD campus will use the local ISD equipment, classroom space, and lab environment. LIT personnel will evaluate this space to determine whether it meets the standards for instruction. In the case of third-party licensing or academic sites (i.e., TDLR, Microsoft Academy, Cisco Academy, etc.), LIT may defer to the third-party licensing standards for classrooms, labs, and equipment if applicable.

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4. Grading.
    1. Standard college exams will be used where applicable.
    2. Grading will be consistent with the grading policy in the LIT 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.
    4. Final grades for students shall be submitted electronically by the faculty member teaching the course according to the LIT Grade Reporting Process and the LIT Academic Calendar.
    5. Grades will be reported to the ISD as requested for students registered for dual enrollment classes on the LIT campus. Progress grades will be reported to the campus contact at mid-term and the week before final exams for all dual enrolled students.

**V.** Advising

1. LIT and the School District offer college advising services for dual credit students and the college offers a advising support to high school district counselors or designees.
2. LIT offers advising services for dual credit students regarding college transition transferability and applicability to associate and baccalaureate degree plans of all college credits offered and earned.
3. In active collaboration with LIT, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. LIT and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

**VI. Use of Dual Credit Courses:**

Approved dual credit courses will be used to fulfill applicable high school graduation requirements, including core academic subjects or elective credits, as determined by the high school and consistent with state and local graduation policies.

**VII. Transcription of Credit:**

In accordance with **Title 19, Texas Administrative Code (TAC), §4.85(e)**, both the

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**Institution of Higher Education (IHE)** and the **Independent School District (ISD)** shall **immediately transcript the credit earned by a student** upon the student's completion of the performance required for the course.

1. The IHE will record the earned college credit on the student's official college transcript once final grades have been submitted.
2. The ISD will award and record corresponding high school credit on the student's official high school transcript concurrently.
3. This process ensures that students receive timely recognition of their academic achievement and that credit is applied toward both secondary and postsecondary educational goals.

**VIII. Record Accuracy and Integrity:**

Both institutions agree to maintain accurate academic records in compliance with institutional policies, the Texas Education Code, and the requirements of TAC §4.85 to ensure the integrity and transferability of earned dual credit.

**IX. Dual Enrollment Program Policies.**

1. College instructors teaching on the high school campus during regular school hours will be required to attend organizational meetings, when requested.
2. 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.
3. Dual enrollment instruction must be provided for dual enrollment students only. ISD students and dual enrollment students may not receive instruction in the same classroom at the same time.

**X. Faculty Selection, Supervision and Evaluation.**

1. 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 LIT 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

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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 potential Dual Credit ISD embedded adjunct faculty must complete an employment application with LIT and provide copies of the appropriate credentials.

c. The Principal and the Provost/Vice President for Instruction 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.

d. The LIT dean or designee will recommend the new hire for dual credit instruction.

e. The new hire must provide all documents required of the LIT Human Resources Department.

f. All documents must be submitted at least thirty (30) days before the faculty member teaches a dual enrollment course(s).

g. Notification of changes of faculty assignments at the ISD should be discussed no later than the dates provided below:

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.

2. 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. LIT 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 LIT faculty, they can use the results of the background screening to prohibit such personnel from teaching on the high school campus.

**3.** LIT will be responsible for the costs associated with the background screening for LIT employees.

**4.** The ISD will be responsible for the costs associated with the background screening for ISD employees.

3. Faculty Evaluation.

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1. Evaluation of instructors on high school campuses shall be conducted by LIT as follows:

    a. The Principal will inform each instructor that he/she will be involved in an evaluation program conducted by LIT 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. LIT 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 LIT evaluator will review the evaluation program with the instructor. The review shall include a full explanation of each evaluation instrument and an 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, LIT 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 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 LIT 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.

## XI. Academic Policies and Student Support Services.

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1. Students with Disabilities

   **1.** Dual credit students must submit 504 Plan or Special Education IEP to the LIT Special Populations Coordinator at specialpopulations@lit.edu; 409-951-0-5708.

   **2 Provision of Services:**
   In compliance with **TAC §4.84(b)(7)**, **§4.84(b)(17)**, and **§4.85(g)(1–3)**, the **Independent School District (ISD)** is responsible for identifying, providing, and funding reasonable accommodations for dual credit students with documented disabilities **during regular high school hours** and **on the high school campus**. These accommodations will be consistent with the student's Individualized Education Program (IEP) or Section 504 plan and may be outlined in a Transition Plan where applicable.

   **3. Students Enrolled in Courses on the College Campus or Outside Regular Hours:**
   When dual credit students receive instruction **on the LIT campus** or **at a site outside the normal high school day**, the **Lamar Institute of Technology (LIT)** and the ISD will collaborate to ensure appropriate and reasonable accommodations are provided.

2. The **ISD and LIT** will share equally in the cost of accommodations that are **mutually agreed upon** for such situations.

3. Accommodations will be provided in accordance with the **Americans with Disabilities Act (ADA)** and **Section 504 of the Rehabilitation Act**.

   **Documentation and Evaluation:**
   Dual credit students will **not be required to undergo additional disability testing** solely to receive approved accommodations for dual credit courses, whether those courses are taught on the high school campus or on the LIT campus. Documentation provided by the ISD that supports existing accommodations will be sufficient for determining reasonable adjustments.

   **Institutional Roles and Responsibilities:**
   Nothing in this Agreement shall make LIT a party to the student's Transition Plan, IEP, or 504 plan. However, **LIT's Office of Special Populations** will collaborate with the ISD to review documentation and determine reasonable accommodations for students enrolled in LIT dual credit courses. Both parties agree to comply fully with federal and state disability laws and to protect student confidentiality in accordance with **FERPA** and applicable institutional policies.

   **Ongoing Collaboration:**
   The ISD and LIT will meet as needed to review procedures, share resources, and

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ensure continued compliance with **TAC §4.84** and **§4.85**, as well as institutional obligations under ADA and Section 504.

4. 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.
5. Attendance.
    1. In the event that the college instructor is unable to attend a scheduled class, the college will provide a qualified substitute instructor. The high school will provide a qualified substitute instructor in the event that the high school instructor is unable to attend a scheduled class.
    2. LIT agrees to:
        a. Coordinate and confirm with School District personnel LIT 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. Notify the LIT Dual Credit Director about a student's intent to drop or withdraw from course(s). A LIT Drop or Withdrawal form must be completed, signed by the student, and submitted to LIT by the drop/withdrawal date, for the respective semester, as indicated on the LIT academic calendar. The ISD will assure that the student completes the LIT Drop/Withdrawal form to change their enrollment status.
        b. The ISD holds the responsibility for verifying rosters and attendance for all dual credit students. In the event that students are not formally dropped or withdrawn by the specified deadline, the financial obligation for any associated tuition and fees will fall upon the student or the ISD.

6. Suspension Policy.

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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 LIT's campus for the dates indicated in the suspension.
2. The school Principal will notify the Dual Credit Director of the suspension. The suspended student will be subject to any penalties noted in the syllabi of the LIT courses in which he/she is registered.

## XII. Funding.

1. 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. Tuition rate is $45.00 per Semester Credit Hour if the course is taught by an LIT instructor.
4. Tuition rate is $45.00 per Semester Credit Hour if the course is taught by an ISD instructor.
5. LIT reserves the right to cancel course sections in which enrollment is less 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. LIT will bill the ISD for these fees. Tuition and Fees are due before the end of the semester in which students are enrolled.
7. 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 LIT.
8. 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[1] | Technology Fee | Distance Education Fee (if applicable) | Minimum Number of Credit and Noncredit Students Required |
|---|---|---|---|---|---|---|

[1] Cost per semester credit hour per student.
[2] Faculty member paid by LIT.

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A | LIT | LIT[2] | Student on LIT campus with LIT instructor. | $45 | Waived | Waived | 10 |
| B | ISD | LIT[3] | Student at high school site with LIT instructor. | $45 | Waived | Waived | 10 |
| C | ISD | ISD | Student at high school site with ISD instructor. | $45 | $0 | $0 | Any |
| D | ISD | ISD | Student at high school site with ISD instructor teaching WECM course. | Waived | Waived | Waived | 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.

2. Payment Deadlines

    **1.** Student bills must be paid by the due date communicated by the Dual Credit Department to avoid being dropped. This payment date will not extend past the 20th day of classes.

    **2.** The ISD holds the responsibility for verifying rosters and attendance for all dual credit students. In the event students are not formally dropped or withdrawn by the specified deadline (the 12th class day), the financial obligation for any associated tuition and fees will fall upon the student or the ISD.

**XIII. Textbooks and Instructional Supplies.**

1. Responsibility of ISD:

    **1.** Supply students with textbooks currently adopted by LIT and basic instructional supplies.

    **2.** Purchase, store, and maintain textbooks used in the dual enrollment course(s).

2. Responsibility of LIT:

    **1.** Provide the Principal with a current list of adopted textbooks by the first working day in May.

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2. Review request for exceptions to textbook selection and approve textbooks that adequately meet the curriculum objectives for the college dual enrollment courses.
3. Require new text book adoptions only as needed due to book wear and tear, with a three -year minimum established for each academic course textbook adoption. The same policy will apply for technical courses, with the exception of changes in industry standards that necessitate the adoption of a new textbook.

3. Student(s) may be required to provide, at his or her own expense, additional materials such as safety glasses, uniforms, safety shoes, kits, etc.

## XIV. Financial Aid for Swift Transfer

### A. Purpose

This section outlines the Parties' respective responsibilities in administering financial aid for eligible dual credit students under the **Financial Aid for Swift Transfer (FAST)** program, as authorized by **Texas Education Code (TEC) §28.0095** and implemented under **Title 19, Texas Administrative Code (TAC), Chapter 13, Subchapter Q**.

The purpose of this program is to ensure that eligible high school students have access to financial assistance for tuition and fees associated with dual credit courses, in accordance with **TAC §4.84(b)(9)** and **§4.84(b)(19)**, which require clear delineation of financial responsibilities and coordination of data sharing between partners.

### B. Responsibility of the ISD

1. **Identification of Eligible Students:**
   The ISD shall identify and verify students eligible for tuition and fee assistance under the FAST program using current eligibility for **free or reduced-price lunch** or other approved economic indicators as outlined in **TAC Chapter 13, Subchapter Q**.
2. **Submission of Eligibility Data:**
   The ISD shall provide the **LIT Dual Credit Department** with a completed **FAST Eligibility Report** each semester, no later than the established submission deadline (typically by early August for fall and early February for spring). The report shall include:
   - Student name and TSDS ID;
   - Verification of economic eligibility status; and

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- Any additional information required by THECB for FAST reporting and reimbursement.

3. **Data Accuracy and Corrections:**
   The ISD is responsible for ensuring the accuracy of all submitted data. If a student is incorrectly identified as eligible for FAST tuition assistance, the ISD will provide an alternate means of payment, either by assuming the tuition cost as a district expense or by invoicing the student/family directly, consistent with local policy.
4. **Recordkeeping:**
   The ISD will maintain all documentation supporting student eligibility and provide such records upon request to LIT or the **Texas Higher Education Coordinating Board (THECB)** for audit or verification purposes.

**C. Responsibility of LIT**

1. **Communication and Deadlines:**
   LIT will communicate to all partner ISDs the reporting deadlines and data submission requirements for each long semester, consistent with FAST program reporting timelines set by the THECB.
2. **Verification and Reconciliation:**
   Upon receipt of eligibility reports, LIT will verify student data against institutional records and communicate any discrepancies to the ISD for resolution prior to the census date.
3. **Award Processing and Transcription:**
   LIT will apply the FAST tuition and fee waivers to eligible students' accounts and will ensure that the award is recorded in the student's institutional financial aid record in compliance with **TAC Chapter 13, Subchapter Q**.
4. **Reporting and Compliance:**
   LIT will report student participation, award disbursement, and enrollment outcomes to the THECB in accordance with established state reporting requirements under **TEC §28.0095** and **TAC §13.500–13.506**.