

Lamar State College Orange and DeSoto Independent School District Dual Enrollment Agreement 2026-2027

This Dual Enrollment Agreement (the “Agreement”) is made by and between Lamar State College Orange (LSCO) and the DeSoto Independent School District (herein referred to as the “ISD” or “School”). LSCO and the School may hereafter be individually referred to as a “Party” and collectively as the “Parties.” The purpose of this Agreement is to allow eligible high school students to enroll in college courses from LSCO and receive credit for courses from their respective School and LSCO. The following terms and conditions shall govern the eligibility and enrollment of the students and the administration of the high school and college courses offered via dual enrollment, effective August 1, 2026, or upon the date of the execution of this Agreement.

I. General Information.

The content of this Agreement is based on 19 Tex. Admin. Code § 4.84, statewide goals established under Texas Education Code § 28.009, and the collaborative efforts of the Texas Education Agency (“TEA”) and the Texas Higher Education Coordinating Board (“THECB”).

GOAL 1: The Parties 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 will receive academic and college readiness advising with access to student support services to bridge them successfully into college completion.

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

Collaboration and Outreach Efforts to Inform Students and Parents

LSCO Responsibilities – 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://www.lSCO.edu/admissions/how-to-apply/highschool/dual-credit.php>); LSCO dual enrollment brochures; LSCO updates and emails disseminated to school administrators, counselors, and teachers; and LSCO conducted workshops and presentations. LSCO offers workshops to high school counselors that provide detailed information on developing and implementing dual enrollment programs with LSCO.

School Responsibilities – 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’s participation in workshops and informational sessions conducted by LSCO. The School agrees to display LSCO marketing materials in ISD classrooms used for dual credit courses. LSCO will furnish materials to partnering School.

II. Eligible Courses.

A. LSCO Off-Campus Instructional Services Staff and/or Administrators will collaborate with School administration and/or counselor(s) to identify courses that may be offered.

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1. Courses eligible for awarding of LSCO dual credit for high school students are limited to those within the LSCO core curriculum, LSCO career technical education courses, or LSCO foreign language courses. These courses are identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) or as a college-level technical course in the current edition of the Workforce Education Course Manual (WECM).
2. 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) LSCO offers unless otherwise specified in the Agreement. Dual Credit courses taught electronically must adhere to the Texas Higher Education Principles of Practice for Courses Offered Electronically and the LSCO standards for distance learning courses.
- C. Establish Course(s).
 1. The School must request, in writing, to offer a dual enrollment course on the School campus. The request must include the course title, course rubric, faculty member (see Section IX for faculty criteria), course location, and meeting times. Requests must include dual enrollment courses for the academic year (fall semester and spring semester). Requests should be submitted to LSCO's Associate Dean of Off-Campus Instructional Services.
 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 LSCO schedule after the request is received and reviewed. Until this process has occurred, students cannot register for the course(s).
 4. After receiving course requests from the School, LSCO's Off-Campus Instructional Services Department will communicate the course list to the Executive Vice President/Provost, and the appropriate Dean, Department Chair, and Program Director. The academic department will coordinate with the Off-Campus Instructional Services department to ensure that each School has access to the syllabi or any additional course and program expectations.
- D. Academic credit or technical dual credit courses may be provided at the School or at an LSCO campus.
- E. Credit and noncredit courses offered on either Party's campus approved by LSCO's Associate Dean of Off-Campus Instructional Services will be eligible for dual enrollment status.
- F. LSCO's Dual Credit Pathway Handbook provides a crosswalk between secondary and postsecondary dual credit courses and will be provided to the School.

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 Texas Success Initiative (TSI) complete. However, students will be required to meet TSI requirements for applicable degree changes or courses that require satisfactory scores on the TSI Assessment (TSIA).
2. TSIA score requirements in the tables below are subject to change. TSIA score requirements are based on the current THECB guidelines.

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Academic Courses	
STAAR	Score of Level 2 on Algebra II EOC, score 4000 or Meets Score of Level 2 on English III EOC, score 4000 or Meets
TSIA (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 THECB)

Required TSIA 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

- A. 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 Party's campus.
- B. Students must meet the stated pre-requisite(s) and/or co-requisite(s) of each course and be 21 years of age or younger.
- C. It is strongly recommended that the School evaluate the background and maturity level of the student prior to registration in any college credit course.
- D. Seniors who will graduate at the end of the academic calendar year are eligible for dual enrollment tuition rates during Summer I and II of the year they graduate.

IV. Admissions, Advising, and Registration. A. Advising Sessions.

1. LSCO personnel will provide the School Administrator and counselors with necessary information concerning the dual enrollment course(s) for scheduling and registration of students.
2. LSCO personnel and School counselors will assist students in selecting courses that will satisfy applicable high school and college requirements for the student's intended program.
 - a. The Parties have identified resources from the TEA, including items like *Endorsements Frequently Asked Questions* and *TEA Graduation Toolkit*, *Endorsement – Choices* to assist students and their families in selecting endorsements offered by the School and College.
 - b. LSCO will host informational sessions on the School campus for students and parents that explain how to select dual credit courses that will satisfy both their high school requirement and college requirements.
 - c. LSCO will provide the Dual Credit Pathways Handbook to students and parents that provides a detailed crosswalk of 17 suggested pathways that span 9 different career clusters and 13 programs of study. The crosswalks within this guide are aligned with TEA's Program of Study.
- B. The Parties agree to review eligible programs under each endorsement specified in Texas Education Code § 28.025(c-1). The review will evaluate the postsecondary pathways and credentials that LSCO offers to best serve the needs of the ISD and their community industries.

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- C. 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.
- D. The student is responsible for completing TSI testing as early as possible before the beginning of the semester. If the participating School does not conduct its TSI Testing, ISD personnel should coordinate required testing with the LSCO Testing Center at (409) 882-3330 or testingcenter@lSCO.edu.
- E. The Texas 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. Students who do not qualify for an exemption must be immunized no later than ten (10) days before the first class day. All students under the age of 22 attending classes at LSCO must comply with this requirement.
- F. High school counselors and/or the person responsible for dual credit at the School 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 Off-Campus Instructional Services team.
 - c. Identify students that may require additional documents (ex., immigrants).
 - 4. Submit a 504 Plan or Special Education IEP to the LSCO Accessibility Coordinator for those students requesting accommodations no later than two (2) weeks prior to the beginning of the semester.
- G. Proof of residency is not required for high school students registering for dual enrollment classes at LSCO. Students must meet the residency requirements after high school graduation to receive in-state tuition at LSCO. Non-residents must provide one of the following documents:
 - 1. U.S. Passport (current or expired) - unless stamped non-citizen national.
 - 2. U.S. Birth Certificate.
 - 3. 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.
 - 4. Certification of Naturalization (Form N-550 or N-570) issued by USCIS.
 - 5. Permanent Certificate of Naturalization.
 - 6. Resident Card with photograph (Form I-151) issued since 1997 or later.
 - 7. Resident Alien Card (Form I-551) issued before 1997.
 - 8. Consular Report of Birth Abroad (Form FS-240) Issued by the State Department and valid photo ID.

H. Dual Credit students applying for admission to LSCO should complete the Apply Texas application and submit all required documentation well in advance of the semester for which they are applying. Applications and required documents should be submitted no later than the following dates:

1. Fall Semester – June 1
2. Spring Semester – November 1
3. Summer – April 1

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. Course objectives, competencies, and learning outcomes must be included in the syllabus, and the syllabus must be distributed to the students.
3. LSCO will expect embedded adjunct dual credit faculty to attend in-service training that is provided at various times throughout the year to ensure that faculty teaching courses for dual credit meet the academic rigor and expectations of the department. B. Curriculum Alignment.

1. The defined sequence of courses for an Associate of Arts (AA) degree or Associate of Applied Science (AAS) degree is contained with the LSCO approved core curriculum. A defined sequence of courses for career technical education program certificates will be provided to the School, upon request.
2. The Associate Dean of Off Campus Instructional Services or designated personnel and the School Administrator will review and compare the Texas Essential Knowledge and Skills (TEKS), Lower Division Academic Course Guide Manual (ACGM), and the Workforce Education Course Manual (WECM) to determine the course credits that can be earned by dual credit students.
3. The School shall facilitate time for embedded adjunct Dual Credit faculty and the 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.
4. The Parties 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 (SACSCOC), LSCO, and the School. C. Instruction.

1. Schedule.

- a. Dual enrollment courses taught by LSCO faculty and embedded adjunct faculty will be taught in accordance with the LSCO schedule and calendar.
- b. All courses taught for dual credit must meet the minimum instructional minutes required by the THECB.
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.

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3. College instructors must comply with all applicable rules governing attendance, classroom management, and record-keeping while conducting courses on the School campus.
4. LSCO strongly encourages the School to ensure that dual credit courses taught via distance learning are assigned a facilitator for proctoring and monitoring the dual credit course and students in accordance with LSCO's Dual Credit Proctoring Center Agreement (Appendix A).
5. Courses offered via embedded instruction (School-provided instruction at the School campus) must meet the rigor and equipment requirements of LSCO. The School site will become an Off-Campus Instruction Site (OCIS) in accordance with the SACSCOC guidelines and approval. The School must complete the Off-Campus Instructional Site Information form (Appendix B) and return to LSCO within the first semester of student instruction.
- D. Grading.
 1. Grading will be consistent with the grading policy in LSCO's course syllabus. Audit grades are not allowed.
 2. Student grades will be reported to the School person or office designated at the end of the semester and in accordance with the School's grading calendar.
 3. Progress reports will be provided to the School no less than three (3) times per semester for students registered in dual enrollment classes on LSCO's campus.
 4. Final grades for students shall be submitted electronically by the faculty member teaching dual credit courses according to the LSCO Grade Reporting Process, the LSCO Academic Calendar, and the School grading calendar.
- E. Physical and Cyber Security.
 1. The School is responsible for providing a healthy, safe, and secure environment to all students and staff. The School will be responsible for providing a statement about its current comprehensive safety plan and crisis communication plan, including how the School disseminates emergency procedures and other health and safety-related procedures.
 2. The School shall describe its dedicated police force structure, other security officer presence on its campus, or use of local law enforcement agencies.
 3. The School shall disclose any open or recently closed investigations by the Office of Civil Rights for possible violations alleging sexual violence.
 4. The School will be responsible for providing a statement about its current Cybersecurity plan and/or protocols. The information above shall be furnished as soon as possible utilizing the Off-Campus Instructional Site Information Technology Resources Questionnaire (Appendix C).

VI. Transcription of Credit.

- A. Approved dual enrollment courses noted on the Supplemental Dual Enrollment Application shall be used to fulfill high school credit graduation requirements or elective credit.
- B. Dual Credit students will earn a college grade (A, B, C, D, F, W) for all courses taken for dual credit. The earned grade will be recorded on an official LSCO college transcript.
- C. All college credit courses offered will meet the guidelines for transferability of credit under the TEA Dual Enrollment policy.

VII. Dual Enrollment Program Policies.

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- A. LSCO instructors teaching on the School campus during regular school hours may be required to attend LSCO organizational meetings.
- B. The School Principal shall communicate and ensure that high school-embedded adjunct instructors teach dual enrollment courses in accordance with the conditions of this Agreement. **VIII. Student Composition of Class**

- A. In accordance with THECB regulations, dual credit courses may be comprised of dual credit high school students only or of dual credit high school students and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:
 - 1. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the School involved is otherwise unable to offer such a course.
 - 2. If the high school credit-only students are College Board Advanced Placement (AP) students.
 - 3. If the course is a career technical education course and the high school credit-only students are earning articulated college credit.

IX. Faculty Selection, Supervision, and Evaluation. A.

Selection.

- 1. Embedded adjunct faculty for college courses offered at the School during regular school hours are to be agreed upon mutually by the School and LSCO personnel in accordance with locally established procedures.
- 2. Dual enrollment faculty members must meet the minimum criteria specified by LSCO and the SACSCOC.
- 3. Procedure to assign embedded adjunct faculty for high school dual enrollment:
 - a. The potential Dual Credit School embedded adjunct faculty must complete an employment application with LSCO and provide copies of the appropriate credentials that shall include official college transcripts. The Principal must submit the recommendation in writing along with copies of credentials and supporting documents. Application 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 LSCO Human Resources practices.
 - c. The LSCO dean or designee will recommend the new hire for embedded dual credit instruction.
 - d. The new hire must provide all documents required of the LSCO Human Resources Department.
 - e. All documents must be submitted at least thirty (30) days before the faculty member teaches a dual enrollment course(s).
- 4. Notification of changes of faculty assignments at the School should be discussed no later than the dates provided below:
 - 1. Fall Semester – June 1

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2. Spring Semester – November 1

3. Summer – April 1

This change includes LSCO faculty being replaced by local School-embedded dual credit faculty or its converse of local School faculty being replaced by LSCO faculty.

5. Faculty changes after the semester deadlines indicated above must be approved by LSCO in order to adhere to institutional workload policies. B. Faculty Background Screening.

1. LSCO faculty who teach dual enrollment courses on the School campus may be required to undergo background screening conducted by the ISD. The School will ensure the ISD has screened all such employees before their teaching assignment.
2. Although the School cannot make decisions related to the employment of LSCO faculty, they can use the background screening results to prohibit such personnel from teaching on the School campus.
3. LSCO will be responsible for the costs associated with background screening for its faculty.
4. The School will be responsible for the costs associated with the background screening for its employees.

C. Faculty Evaluation.

1. Evaluation of LSCO-embedded instructors on School campuses shall be conducted by LSCO using the same process that LSCO evaluates adjunct (part-time) faculty. Details of the evaluation process will be provided by the dean, department chair, or program director. **X. Academic Policies and Student Support Services.**

A. Students with Disabilities.

1. The School and dual credit student 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 School campus(s). Students with disabilities who are accepted into a dual enrollment course will receive accommodations listed in the Transition Plan provided by LSCO's Accessibility Coordinator.
2. The Parties 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 LSCO campus or at another location, i.e., School campus outside of the normal high school hours.
3. Nothing herein shall make LSCO a party to the Transition Plan, nor shall LSCO be given or required to have a Transition Plan with a dual enrollment student. LSCO's Accessibility Coordinator shall work with student and the School to determine accommodations that are approved by LSCO.

B. Confidentiality.

1. Each Party acknowledges that it will send and receive information on students, which is considered confidential under the federal Family Educational Rights and Privacy Act ("FERPA") and other federal and state laws.
2. Each Party agrees to protect and hold confidential information unless written authorization from the student and/or parent is provided according to LSCO's FERPA regulations or otherwise authorized or required by law or rules. C. Attendance.

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1. LSCO agrees to:
 - a. Confirm dual enrollment registrations with School personnel at least one (1) week before the first day of class.
 - b. Coordinate and confirm, with School dual enrollment contact, when a student drops or withdraws from a course.
 2. The School will supervise a change in student enrollment status.
 - a. Notify the Off-Campus Instructional Services Department about a student's intent to drop or withdraw from the course(s) during the approved drop period as referenced in LSCO's academic calendar. D. Suspension Policy.
1. When a student is suspended from the School for any reason, the student will not be permitted to attend dual enrollment classes on the LSCO campus for the dates indicated in the suspension or as directed by the School. The student will be responsible for completing all dual credit work assigned even though classes that are missed.
 2. The School Principal will notify the Off-Campus Instructional Services Department of the suspension. The suspended student will be subject to any penalties noted in the LSCO syllabi of the courses in which he/she is registered. E. Student Issues and Complaints.
 1. Students who experience issues or have complaints are to follow LSCO's Complaint Process outlined in the current catalog.
 2. Except for safety concerns (e.g., harassment/sexual misconduct/Title IX complaint), a student who has not successfully resolved an informal complaint should complete and submit the Student Complaint Intake Form. Only complaints submitted within the stated timeframe will be considered.
 3. Upon submitting a formal complaint for concerns excluding discrimination and safety through the Complaint Intake Form, the student will be contacted through their LSCO email to schedule an initial conference and receive guidance on how to proceed. F. Student Discipline.
 1. Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the LSCO Student Code of Conduct should be reported in writing to the appropriate School official. Disciplinary action will be taken by the School in coordination with the LSCO student discipline officer. LSCO may, in its sole discretion, refuse to admit a student with a record of disciplinary problems into the LSCO dual credit program.
- G. Student Support Services.
1. To facilitate student learning, course- and program-level assessment, and efficient, effective communication, LSCO provides each student with a password-protected account whose provisions include use of the suite of applications in Office 365 (MS Word, Excel, Outlook email, and other applications), and a Blackboard account using the same username and password allowing students to access LSCO's Learning Management System.
 2. LSCO's Office of Academic Support and Instructional Services (OASIS) is available to all dual credit students. The OASIS includes LSCO's library that houses more than 33,000 print titles, access to over 100,000 eBook titles, 63,000 eJournals, and over seventy (70) subscription-only databases.

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3. The OASIS tutoring center is available to all dual credit students offering face-to-face and online synchronous tutoring during normal hours of operation. After hours tutoring is available upon request and also through LSCO's partnership with Upswing.
4. The OASIS has evening and weekend hours of operation to enhance access to all services, including secure wide-band wifi and computing resources.
5. The Office of Learning Technology (OLT) administers LSCO's Distance Learning course and program offerings through the use of web-based delivery systems currently including Blackboard Learn Ultra, Collaborate Ultra, BioSig-ID, BioSight-ID, Respondus, Degree Works, Upswing, Blackboard Connect, and Self-Service Banner, providing an online learning environment integrated with access portals for a full range of services, including registration, financial aid, advising, credit transfer and records management, emergency and deadline notification services, and the cashier's office, among others.

XI. Funding.

A. Tuition.

1. The School and/or the student will pay tuition and fees as determined at each respective School for students enrolled in dual credit courses in accordance with *Table 1: Tuition and Fees*.
2. The School and/or student will be billed for tuition and fees at the dual enrollment rates in according to TSUS Board of Regent Policies.
3. The tuition rate is \$45.00 per Semester Credit Hour (SCH) for academic (ACGM) courses that are taught by an LSCO instructor or an embedded adjunct (school) instructor.
4. The tuition rate is \$45.00 per Semester Credit Hour for technical/CTE (WECM) courses that are taught by an LSCO instructor at the LSCO campus or at the School campus.
5. The tuition rate is \$0.00 per Semester Credit Hour for technical/CTE (WECM) courses that are taught by a School instructor at the School campus provided the courses are within the student's program of study.
6. LSCO reserves the right to cancel course sections with fewer than ten (10) students. A minimum enrollment of ten (10) may comprise students from multiple school districts.
7. For programs requiring professional liability insurance, the School will pay the required professional liability insurance. LSCO will bill the School for these fees.
8. Tuition and Fees are subject to change without notice by action of *The Texas State University System Board of Regents*.

The cost for classes offered on the School campus 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.

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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
A	LSCO	LSCO ²	Student on LSCO campus with LSCO instructor.	\$45	Waived	Waived	10
B	SCHOOL	LSCO ³	Student at School site with LSCO instructor.	\$45	Waived	Waived	10
C	SCHOOL	SCHOOL	Student at School site enrolled in academic course (ACGM) with school instructor.	\$45	\$0	\$0	Any
D	SCHOOL	SCHOOL	Student at School site enrolled in CTE course (WECM) with school instructor.	\$0	\$0	\$0	Any

XII. Textbooks and Instructional Supplies. A.

Responsibility of School:

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

Responsibility of LSCO:

1. Provide the Embedded Faculty or Principal with a list of adopted textbooks upon hire.
 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.
- D. The Parties will consider the use of free or low-cost open educational resources (OER) in courses offered under the program, if available.

XIII. Financial Aid for Swift Transfer (FAST).

A. Responsibility of School:

1. Provide the LSCO dual credit contact person with a list of the students who meet federal qualifications for free and reduced lunches using the template provided by LSCO, by the deadline (usually the beginning of August and January).

¹ *Cost per semester credit hour per student.*

² *Faculty member paid stipend by LSCO.* ³ *Faculty member paid by LSCO.*

2. Provide the **TSDS ID** for each student and the social security number, if available, so the reported students can be matched against TEA and THECB databases. ****Students who do**

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not match the TEA and THECB databases and are not eligible for FAST will be expected to pay the outstanding charges on or before the end of the semester.

3. Provide an alternative means of payment if the School reports a student as eligible via the free and reduced lunch report who is not eligible. This may be done by passing the cost to the student or having the ISD cover the cost. B. Responsibility of LSCO:
 1. Communicate the due dates for the FAST student eligibility report submission.
 2. Communicate any student discrepancies to the School for any student reported eligible for free tuition who did not qualify and has an account balance.

XIV. Termination and Renewal of this Agreement.

- A. This Agreement shall commence on 8/1/2026 (or day of execution) and expire on 7/31/2027.
- B. Prior to its expiration, this Agreement may be renewed for a period not to exceed four 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. The notice of termination must be provided no later than six (6) months before the desired termination date.
- D. This Agreement may also be terminated upon a material breach of the terms of the Agreement. A material breach of this Agreement includes, but is not limited to, a violation of LSCO policies, a material misrepresentation or material false statement by either Party, or nonperformance of either Party's duties. In the event that either Party believes the other has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice of the alleged breach. If the breach is not cured, either Party may terminate the Agreement immediately. However, if breach occurs during the academic term and is not cured during the term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty.

XV. Amendments to this Agreement.

- A. Once signed by the Associate Dean of Off-Campus Instructional Services and the School appointed representative, this Agreement may be amended in writing and agreed upon by both parties.
- B. Written requests must be delivered to the School and the Associate Dean of Off-Campus Instructional Services thirty (30) days before the requested amendment is effective.

XVI. Posting of this Agreement.

- A. The current signed Agreement is required to be posted to the Parties' respective websites in accordance with Texas Administrative Code Title 19 Part 1 Chapter 4 Subchapter D Rule 4.84.

XVII. Contacts.

- A. This Agreement will be effective for one (1) year from the year the Agreement is signed.
- B. For LSCO:
 1. Associate Dean of Off-Campus Instructional Services
- C. For the School:
 1. Superintendent or designated School employee.

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- D. Each Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

XVIII. Miscellaneous.

- A. This dual credit program shall be governed by federal, state, and local laws and regulations, as well as School policies and LSCO rules, regulations, policies, and procedures, including without limitation, all applicable guidelines and operational memoranda of LSCO. In the event of a conflict between School policies and LSCO policies, LSCO policies shall control.
- B. Neither Party has the authority to act for or on behalf of the other Party except as provided in this Agreement. No other authority, power, partnership, or use of rights are granted or implied. Neither Party may incur any debt, obligation expense, or liability of any kind against the other Party without the other's express written approval. Neither Party shall have control over the other Party's employees, agents, or representatives with respect to hours, times, or terms of employment. Under no circumstances shall either Party be deemed an employee of the other Party.
- C. Neither Party may assign its interest in this Agreement without the written permission of the other Party.
- D. To the extent permitted under Texas law and without waiving any immunities or defenses, including governmental immunity, the Parties agree to be responsible for their own acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of their activities or from any act or omission of any employee or invitee of either Party. The provisions in this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractually or otherwise, to any third party.
- E. Each Party represents to the other Party that it will comply with all applicable state and federal laws, rules, or regulations ("Applicable Laws") that relate to its respective obligations under the Agreement. Applicable laws include, but are not limited to:
1. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). The Parties acknowledge that each has a legal obligation to maintain the confidentiality and privacy of student records and information in accordance with FERPA. In accordance with 34 CFR § 99.34(b), if a student is enrolled simultaneously in LSCO and the School pursuant to this Agreement, the Parties may share information regarding the student. Subject to FERPA, neither Party may disclose information contained in student records received from the other Party to a third party without prior written consent from the student or the student's parent or legal guardian. Each Party must destroy any student information received from the other Party when such student information and records are no longer needed for the purposes contemplated under this Agreement. Should the Parties enter into any type of Data Sharing Agreement for purposes of facilitating the dual credit program, then any return or destruction of student records shall be done in accordance with such Data Sharing Agreement.
 2. Title IX of the Education Amendments of 1972 20 U.S.C. § 1681-1688 ("Title IX"). The Parties agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation on the basis of any protected category involving School students and employees. Each Party shall promptly notify the other Party upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement. All faculty teaching dual credit

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courses must participate in Title IX Compliance training, either through a training program available through LSCO or through a training made available by the School that is comparable to the one offered by LSCO in scope and rigor.

3. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq. ("ADA") and Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. § 701 et seq. ("Section 504"). The Parties shall collaborate to provide disability services to students with disabilities in accordance with ADA and Section 504 requirements. Each Party shall promptly notify the other Party upon receipt of a complaint hereunder concerning a student, faculty, or staff member participating in an activity provided under this Agreement. Prior to the start of each academic year, the Parties shall collaborate on the development and communication of procedures for the provision of accommodations for students with disabilities enrolled in dual credit courses ("Established Procedures"). The Parties shall provide disability services in accordance with Established Procedures and applicable law.
4. Texas Public Information Act ("TPIA"). The Parties are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement. Each Party acknowledges that the other Party may be required to provide a copy of the fully executed Agreement and any and all exhibits thereto in compliance with the TPIA.

F. This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts of Dallas County, Texas, in any action arising out of or relating to this Agreement. Each Party waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient and agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

G. The failure of either Party to exercise the rights granted it herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

H. The Parties represent that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations.

I. The Parties shall not discriminate in this program based on race, color, religion, gender, national origin, age, disability, sex, or any other basis prohibited by law.

J. This Agreement represents the entire Agreement of the Parties and there are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the Parties other than those set forth in this Agreement and duly executed in writing.

K. The individuals executing this Agreement on behalf of LSCO and the School acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement and the attachments hereto. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

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THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated below.

<u>Alicia Lloyd</u>	<u>08/13/2026</u>	<u></u>	<u>8.6.2026</u>
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Alicia Lloyd, Dean of Dual Credit
Partnerships

Date

Mr. Brent Mitchell, Interim Superintendent
DeSoto ISD

Date