

Lamar State College Orange and Nacogdoches Independent School District Dual Enrollment Agreement 2025-2029

This dual enrollment agreement (Agreement) is made by and between Lamar State College Orange (LSCO or the College) and the Nacogdoches Independent School District (ISD or School). The purpose of this Agreement is to allow eligible high school students to enroll in college courses from LSCO and receive credit from their respective School and LSCO for courses successfully completed. 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 upon the date of the execution of this Agreement.

I. General Information.

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

GOAL 1: School and LSCO will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual enrollment, including LSCO 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

Lamar State College Orange 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/high-school/dual-credit.php>); LSCO dual enrollment brochures; LSCO updates and emails disseminated to School administrators, counselors, and teachers; and LSCO conducted workshops and presentations. Lamar State College Orange offers workshops to high school counselors that provide detailed information on developing and implementing dual enrollment programs with LSCO.

School District, Charter School, or Home School 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 School.

II. Eligible Courses.

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

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) the college offers unless otherwise specified in this Agreement.
- 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 the 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 Lamar State College Orange 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, the LSCO 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 campus has access to the syllabi and/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 the School or LSCO 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, as detailed in sections 2 and 3 below.

2. TSI score requirements in the tables below are subject to change. TSI score requirements are based on the current Texas Higher Education Coordinating Board (THECB) guidelines.

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
TSI (before January 2021)	Mathematics score of ≥ 350 Reading score of ≥ 351 and Writing score of ≥ 340 with 4 on essay

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

Required TSI Assessment Score	Minimum Score
Mathematics	950 OR 910-949 + diagnostic score of 6
ELAR	945-990 + Essay of at least 5 OR 910-944, a diagnostic score of 4, 5, or 6, and Essay of 5-8

- 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 the School campus or the College 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.

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. LSCO and the School have identified resources from the Texas Education Agency (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 requirements 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. LSCO and the School 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.
- C. LSCO will provide the School with a student application checklist that will identify the steps in completing the application process. The School shall inform the student and the parent/guardian that they should review the checklist and verify the completed application steps.
- D. The School will inform the student that the student is responsible for completing TSI testing, if applicable, as early as possible before the beginning of the semester. If the participating School does not conduct TSI Testing, School personnel will 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. The law provides that students who do not qualify for an exemption must be immunized no later than ten days before the first class day. All students under the age of 22 attending classes at LSCO must comply with this requirement.
- F. High school counselors from School and/or the person responsible for dual credit on the campus 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.
 - b. Generate and submit an official high school transcript using Texas Records Exchange (TREx) or by mail to the Off-Campus Instructional Services team, as required.
 - c. Identify students that may require additional documents (e.g., immigrants).
 - 4. Submit 504 Plans or Special Education Individual Education Plans (IEPs) to the LSCO Accessibility Coordinator for those students requesting accommodations no later than two 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 continue their education at a postsecondary institution. Non-residents must provide one of the following documents:
 - a. U.S. Passport (current or expired) - unless stamped non-citizen national.
 - b. U.S. Birth Certificate.
 - c. Certificate of U.S. Citizenship (Form N-560 or N-561) issued by USCIS through a federal or state court or through administrative naturalization after December 1990.
 - d. Certification of Naturalization (Form N-550 or N-570) issued by USCIS.
 - e. Permanent Certificate of Naturalization.
 - f. Resident Card with photograph (Form I-151) issued since 1997 or later.

- g. Resident Alien Card (Form I-551) issued before 1997.
 - h. Consular Report of Birth Abroad (Form FS-240) Issued by the State Department and valid photo ID.
- H. Dual Credit students applying for admission to LSCO are required to complete the Apply Texas application and submit all required documentation. It is recommended that these records be submitted 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.
- 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. LSCO and the School 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), Lamar State College Orange, 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 or as agreed upon by the School and LSCO.
 - b. All courses taught for dual credit must meet the minimum instructional minutes required by the Texas Higher Education Coordinating Board.

2. The student and/or parent(s) shall be responsible for the student's transportation to and from LSCO and accept all liability for all courses taken on the LSCO campus.
3. College instructors must comply with all School policies and applicable rules governing attendance, classroom management, and record-keeping while conducting courses on the School's high 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 local 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 Southern Association of Colleges and Schools Commission on Colleges (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. LSCO 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. The ISD grading calendar will be provided to LSCO no later than the first week of classes.
3. Progress reports will be provided to the School no less than 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. Grades will be reported to the ISD as requested for students registered for dual enrollment classes on the LSCO campus.
5. School maintains a grading policy separate and apart from LSCO and has not adopted LSCO's grading policy for use in grade transcription, Grade Point Average Calculation, or determination of class rank or any other local honors.

E. Physical and Cyber Security.

1. 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 their dedicated police force structure, other security officer presence on their campus, or use of local law enforcement agencies.
3. The School will be responsible for providing a statement about their 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. School approved dual enrollment courses 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 Texas Education Agency Dual Enrollment policy.

VII. Dual Enrollment Program Policies.

- A. College 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 (as described more fully in section IX) teach dual enrollment courses in accordance with the conditions of this Agreement.

VIII. Student Composition of Class

- A. 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 high 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; or
 - 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 Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
 - 3. Procedure to assign embedded adjunct faculty for 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 School principal must submit the recommendation in writing along with copies of credentials and supporting documents. 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
 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's embedded dual credit 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.
6. This section does not limit the School's discretion to reassign School staff in accordance with School policies and contract provisions. A School employee's employment with LSCO is separate and apart from their employment with School.

B. Faculty Background Screening.

1. College faculty who teach dual enrollment courses on the School campus will be required to undergo a criminal background check in accordance with the Texas Education Code conducted by the School. The School will ensure the School 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. The School may remove the LSCO faculty member from a campus at the School's discretion, provided it does so in a non-discriminatory manner or purpose. The School shall immediately inform LSCO's Director of Strategic Partnerships and provide a written summary outlining the reasoning for removal.
3. LSCO will be responsible for the costs associated with background screening for LSCO faculty.
4. The School will be responsible for the costs associated with the background screening/criminal background checks for School employees.

C. Faculty Evaluation.

1. Evaluation of LSCO embedded instructors on School campus(es) shall be conducted by LSCO using the same process that LSCO evaluates adjunct (part-time) faculty. Details of the evaluation process will be provided to the LSCO embedded instructors by the dean, department chair, or program director.

X. Academic Policies and Student Support Services.

A. Students with Disabilities.

1. The School is responsible for providing and funding reasonable accommodations for dual-enrolled student(s) in accordance with the student's Section 504 Plan or Special Education IEP during regular high school hours on the high school campus(es). Students with disabilities who are accepted into a dual enrollment course will receive accommodations listed in the student's Section 504 Plan or IEP.
2. The School and LSCO will share equally in the cost of reasonable accommodations that are mutually agreed upon for dual enrolled student(s) who are registered for the dual enrollment course(s) on the LSCO campus or at another location, i.e., School campus outside of the normal School hours.
3. Nothing herein shall make LSCO a party to the Section 504 Plan or IEP, nor shall LSCO be given or required to have a 504 Plan or IEP 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 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 unless disclosure is authorized or required under FERPA or other Federal or State law or regulations.

C. Attendance.

1. LSCO agrees to:
 - a. Confirm dual enrollment registrations with School personnel at least one 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.
 - c. Notify School counselors when a student has unexplained absences or is in jeopardy of failure.
 - d. Provide the School with a copy of the LSCO academic calendar.
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 out of school or placed in the Disciplinary Alternative Education Program (DAEP) (as described in the ISD Student Code of Conduct) from a 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 are missed.
2. The School principal will notify the Off-Campus Instructional Services Department of the suspension or DAEP placement. The student will be subject to any academic 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 related to LSCO 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 Support Services

1. To facilitate student learning, course- and program-level assessment, and efficient, effective communication, the College 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 the College'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 subscription-only databases.
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's Parent/Guardian will pay tuition and fees as determined at each respective School campus for students enrolled in dual credit courses in accordance with *Table 1: Tuition and Fees* which reflects tuition and fees at the dual enrollment rates in accordance with the Texas State University System (TSUS) Board of Regent Policies.
2. The tuition rate is \$45.00 per Semester Credit Hour for academic (ACGM) courses that are taught by an LSCO instructor or an embedded adjunct (School) instructor.
3. 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.

4. 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.
5. 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 districts.
6. For programs requiring professional liability insurance, the School will pay the required professional liability insurance. LSCO will inform the School in writing of any professional liability insurance requirements prior to student enrollment and will bill the School for these fees if the course was approved by the School after written notice of the requirements.
7. Tuition and Fees are subject to change by action of *The Texas State University System Board of Regents*. Should fees change, LSCO will notify the School in writing within 30 days and this Agreement may be amended in accordance with Section XV.

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 high 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 textbooks currently adopted by LSCO.
2. Purchase, store, and maintain textbooks used in the dual enrollment course(s).

B. Responsibility of LSCO:

¹Cost per semester credit hour per student.

²Faculty member paid stipend by LSCO

³Faculty member paid by LSCO

1. Provide the School principal with a list of adopted textbooks by the first working day in May.
 2. Review requests for exceptions to textbook selection and approve textbooks that adequately meet the curriculum objectives for the college dual enrollment courses.
- C. Student(s) may be required to provide, at his or her own expense, additional materials such as safety glasses, uniforms, safety shoes, kits, etc.
- D. LSCO and the School 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. Responsibilities of the 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). The deadline will be communicated to the School in advance.
2. Provide the Texas Student Data System (TSDS) ID for each student and the social security number, if available, so the reported students can be matched against TEA and Texas Higher Education Coordinating Board databases. ***Students who do 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 covering the cost as a district.

B. Responsibilities of LSCO:

1. Communicate the due dates for the FAST student eligibility report submission to School.
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 memorandum of agreement.

- A. This Agreement shall commence on the date of execution and expire on 8/31/2028.
- 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 party by providing written notice to the other party of its intent to terminate this Agreement. In the event of termination, any students currently enrolled in dual-credit programs will be permitted to complete the course(s) pursuant to the terms and conditions of this Agreement.
- D. The notice of termination must be provided no later than ninety (90) days before the desired termination date.

XV. Amendments to this Agreement.

- A. This Agreement may only be amended in writing signed by both parties.

XVI. Posting of this Agreement.

- A. The current signed Agreement (with the exception of the incorporated appendices) is required to be posted to the LSCO and School respective websites in accordance with 19 Texas Administrative Code 4.84.

XVII. Relationship of the Parties

It is the intention of the parties that the parties be an independent contractor and not an employee, agent, joint venturer, or partners of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties or any employee, volunteer, or agent of the parties. To the extent permitted under the laws and Constitution of the State of Texas, LSCO is solely responsible for LSCO employees' supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations, and School is solely responsible for School employees' supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

XVIII. No Third-Party Beneficiaries

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

XIX. No Waiver of Immunity

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

XX. No Waiver

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

XXI. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions.

XXII. Entire Agreement

This Agreement, including any attached and incorporated addenda, exhibits, attachments and forms contain the entire agreement of the parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement.

XXIII. Loss of Funding

Loss of Funding. Performance by a Party of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by a Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Party, or a Party's governing board fails to allocate the necessary funds, then the Party that loses funding may terminate this Agreement without further duty or obligation under this Agreement.

XXIV. Severability

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

XXV. Notices.

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

B. For LSCO:

1. Associate Dean of Off-Campus Instructional Services
Lamar State College Orange
410 W. Front Street
Orange, TX 77630

C. For the School:

Superintendent
Nacogdoches Independent School District
4632 NE Stallings Dr.
Nacogdoches, Texas 75965

Nacogdoches ISD
Lamar State College Orange Dual Enrollment Agreement 2025

Alicia Lloyd, Associate Dean of Off
Campus Instructional Services
Lamar State College Orange

Date

Click on the box to enter
text Superintendent
Nacogdoches Independent School
District

Date

5.16.25

Alicia Lloyd 05/21/2025