



Lamar Institute of Technology and Beaumont Independent School District Dual Enrollment Agreement 2024-2029

This Agreement is made by and between the Lamar Institute of Technology (LIT) and the Beaumont Independent School District (ISD or school district). The purpose of this Agreement is to allow for eligible high school students to enroll in college courses from an Institution of Higher Education (IHE) and receive credit for courses from the ISD and LIT. 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, 2024.

I. General Information.

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

GOAL 1: ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual enrollment, including enrollment and fee policies.

GOAL 2: Dual enrollment programs will assist high school students in the successful transition to and acceleration through postsecondary education.

GOAL 3: All dual enrollment students receive academic and college readiness advising with access to student support services to bridge them successfully into college completion.

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

Collaboration and Outreach Efforts to Inform Students and Parents

Lamar Institute of Technology –Information regarding current benefits, enrollment, and fee policies associated with dual enrollment are accessible to all students and parents via one or more of the following formats: LIT website (<https://lit.edu>); LIT dual enrollment brochures; LIT updates and emails disseminated to school administrators, counselors, and teachers; and LIT conducted workshops and presentations. Lamar Institute of Technology offers workshops to high school counselors that provide detailed information related to development and implementation of dual enrollment programs with LIT.

School District, Charter School or Home School – Current information pertaining to the benefits, costs, and enrollment procedures for dual enrollment will be posted on the school's website. The school will also be responsible for marketing dual enrollment opportunities by disseminating information and updates provided by LIT to the prospective students and parents. The school agrees to allow and support counselor and other school personnel participation in workshops and informational sessions conducted by LIT.

II. Eligible Courses.

A. LIT Dual Enrollment Staff and/or Administrators will collaborate with School District administration and/or counselor(s) to identify courses that may be offered.

1. Exceptions include:

a. Competitive entry allied health programs.

- b. Courses that have additional requirements, such as age restrictions. For example, Emergency Medical Services Program (EMSP) classes require that students be 18 years of age.
- B. Eligible courses may be taken in any format (face to face, online, or hybrid) that the college offers them unless otherwise specified in the agreement.
- C. Establish Course(s).
 1. The high school must request, in writing, to offer a dual enrollment course on the high school campus. The request must include the course title, course rubric, HS faculty member (See Section VIII for faculty criteria), course location, and 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 Department will forward the list of courses being taught to the Executive Vice President/Provost and Department Chairs after receiving them from the ISD. The Academic department will coordinate with the dual credit department to ensure that each campus has access to the syllabi or any additional course and program expectations.
- D. Academic credit or technical courses may be provided at a high school in the district or at LIT.
- E. Credit and noncredit courses offered on either the high school or LIT campus will be eligible for dual enrollment status.
- F. See Addendum #1 – Current Year list of Dual Enrollment courses between Sample Independent School District and LIT.

III. Student Eligibility.

- A. Student Eligibility.
 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.

Academic Courses	
STAA	Score of Level 2 on Algebra II EOC, score 4000 or Meets
R	Score of Level 2 on English III EOC, score 4000 or Meets
TSI	Mathematics score of ≥ 350 Reading score of ≥ 351 and Writing score of ≥ 340 with 4 on essay

5. As of January 2021, minimum scores for MATH and ENGLISH are as follows:
(subject to change by Texas Higher Education Coordinating Board)

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

- B. High school students who need college level courses in order to continue to study in a discipline will be eligible to take dual enrollment courses offered on either the high school campus or the college campus.
- C. Students must meet the stated pre-requisite(s) and/or co-requisite(s) of each course and be at least in the 9th grade.
- D. It is strongly recommended that the background and maturity level of the student be considered prior to registration in any college credit course.

IV. Admissions and Registration.

- A. Counseling Sessions.
- 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. 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.
- C. 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

- D. Education Code § 51.9192 requires that all new students under age 22 who attend on-campus classes at an institution of higher learning either receive a vaccination against bacterial meningitis or meet certain criteria for declining such a vaccination before the first day of the semester. The law states that students who do not qualify for an exemption must be immunized no later than 10 days prior to the first class day. All students under the age of 22 attending classes at LIT must comply with this requirement.
- E. 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, including their dissemination, completion, and collection by August 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 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. Submit 504 Plans or Special Education Individualized Education Plans (IEPs) to the LIT Special Populations Coordinator.
 5. 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.

F. Timeline

Students applying for admission to Lamar Institute of Technology 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 – August 1st, SPRING Semester – November 1st, SUMMER – April 1st

V. Course Curriculum, Instruction, and Grading.

A. Curriculum.

1. Dual enrollment courses are college classes and have the academic rigor expected in all college coursework.
2. College courses will be taught according to the approved college syllabus.
3. 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.

B. Curriculum Alignment.

1. High school Principals or designee and college personnel will coordinate course offerings with the high school curriculum in accordance with locally established procedures.
2. The ISD faculty and LIT faculty must meet each semester to review the curriculum, methodology, schedules, and student evaluation.
3. LIT and the ISD will monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the State, Southern Association of Colleges and Schools Commission on College (SACSCOC), LIT, and the ISD.

C. 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 Executive Vice President/Provost.
- b. All courses taught for dual credit must meet the instructional minutes required by the Texas Higher Education Coordinating Board.
2. The student and/or parent(s) shall be responsible for the student's transportation and accept all liability for all courses taken on the 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. 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
5. 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.
 - b. 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:

- i. Off-Campus Instructional Site IT Resources Questionnaire (Appendix B)
- ii. Off-Campus Instructional Site Information (Appendix A)
- c. 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

D. 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.
6. ISD maintains a grading policy separate from LIT and has not adopted LIT's grading policy for use in grade transcription, Grade Point Average Calculation, or determination of class rank or any other local honors.

VI. Transcription of Credit.

- A. Approved dual enrollment courses will be used to fulfill high school credit graduation requirements or elective credit.
- B. All college credit courses offered will meet the guidelines for transferability of credit under the Texas Education Agency Dual Enrollment policy.

VII. Dual Enrollment Program Policies.

- A. College instructors teaching on the high school campus during regular school hours will be required to attend organizational meetings, when requested.
- B. It will be the responsibility of the high school Principal or designee to ensure that high school instructors teaching dual enrollment courses abide by the conditions of this Agreement.
- C. 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.

VIII. Faculty Selection, Supervision and Evaluation.

- A. Selection.
 1. Embedded/Credentialed adjunct faculty for college courses offered at the high school during regular school hours are to be agreed upon mutually by the high school Principal or designee and college personnel in accordance with locally established procedures.

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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/assign embedded/credentialed adjunct faculty for high school dual enrollment:
 - a. The Principal must recommend personnel to teach dual enrollment classes. The Principal must submit the recommendation in writing along with copies of credentials that support the recommendation. Documents must include official transcripts. Other documents may include resume, 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 Executive Vice President/Provost will mutually agree upon the faculty members assigned to teach dual enrollment classes on the high school campus. If no agreement can be reached about any faculty member assigned, the course will not be taught as a dual enrollment course.
 - 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 – August 1st, SPRING Semester – November 1st, SUMMER – April 1st

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

B. Faculty Background Screening.

1. College faculty who teach dual enrollment courses on the high school campus will 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.

C. Faculty Evaluation.

1. Evaluation of instructors on high school campuses shall be conducted by LIT as follows:
 - a. The Principal or designee 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.

IX. Academic Policies and Student Support Services.

A. Students with Disabilities

1. The ISD is responsible for providing and funding reasonable accommodations for dual enrolled student(s) in accordance with a student's Section 504 and/or IEP during regular high school hours on the high school campus(s). Students with disabilities who are accepted into a dual enrollment course will receive accommodations listed in the student's 5-4 or IEP Plan.
2. Additional testing to receive these accommodations will not be required for students taking courses on either the high school or LIT campus.
3. The ISD and LIT will share equally in the cost of reasonable accommodations that are mutually agreed upon for dual enrolled student(s) who are registered for LIT dual enrollment course(s) on the LIT campus or at another location, i.e., high school campus outside of the normal high school hours.
4. Nothing herein shall make LIT a party to the 504 Plan or IEP nor shall LIT be given or required to have a 504 Plan, Transition Plan, or IEP with a dual enrollment student. LIT's Office of Special Populations shall work with ISD to determine needed accommodations.

B. Confidentiality.

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1. Each party acknowledges that each party will send and receive information on students which is considered confidential under federal and Texas laws.
2. Each party agrees to protect and hold confidential information except by written authorization from the student and/or parent, or unless otherwise authorized or required by law or rules.

C. Attendance.

1. 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. Lamar Institute of Technology 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 Department 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.

D. Suspension Policy.

1. When a student is suspended from an ISD school, for any reason, the student will not be permitted to attend dual enrollment classes on 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.

X. Funding.

A. Tuition. *Please Check and Initial statement #1*

1. Beaumont 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 Parent/Guardian or ISD will be billed for tuition and fees at the dual enrollment rates according to TSUS Board of Regent's Policies based upon the student's program enrollment.

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 by action of *The Texas State University System*. Should the fee change, LIT will notify ISD in writing within 30 days and the agreement may be amended by the ISD Superintendent and LIT Designee, as permitted by law.

Table 1: Tuition and Fees

	Campus Location	Faculty	Description	Tuition per SCH	Technology Fee	Distance Education Fee (if applicable)	Minimum Number of Credit and Noncredit Students Required
A	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	CTE Course at high school site with ISD instructor	\$0	\$0	\$0	Any

Cost for classes offered on the high school campuses will be determined based upon courses offered, faculty provided (full-time, part-time), instructional materials and consumable supplies, and other related items for a course.

B. 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

¹ Cost per semester credit hour per student.

² Faculty member paid by LIT.

deadline (the 12th class day), the financial obligation for any associated tuition and fees will fall upon the student or the ISD.

XI. Textbooks and Instructional Supplies.

A. 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).

B. Responsibility of LIT:

1. Provide the Principal with a current list of adopted textbooks by the first working day in May.
2. Review request for exceptions to textbook selection and approve textbooks that adequately meet the curriculum objectives for the college dual enrollment courses.

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

XII. Financial Aid for Swift Transfer

A. Responsibility of the ISD

1. Provide the LIT Dual Credit Department with a list of the students who qualify for free and reduced lunches using the template in Appendix D, by the semester start deadline (usually the beginning of August and February). This is usually available via a report from your student information system (skyward, ascender, etc.)
2. Provide the TSDS ID for each student and the SS# if available so the reported students may be found in the report.
3. Provide an alternate means of payment if the ISD 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. Responsibility of LIT

1. Communicate the due dates for the report submission date for each long semester.
2. Communicate any student discrepancies to the ISD for any student reported eligible for free tuition who did not qualify.

XIII. Termination and renewal of this Agreement:

- A. This agreement shall commence on August 1, 2024, and expire on July 31, 2029.
- B. Prior to its expiration, this agreement may be renewed, for a period not to exceed five years, upon the mutual written consent of both institutions.
- C. Prior to its expiration, this agreement, may be terminated by either institution providing written notice of its intent to terminate to the other institution.
- D. The notice of termination must be provided no later than six (6) months prior to the desired date of termination.

XIV. Amendments to this Agreement.

This agreement, once signed by LIT President and the ISD Superintendent, may be amended in writing and agreed upon by both parties.

XV. 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, LIT assumes full responsibility for the actions of its staff, employees, agents, representatives, personnel, contractors, and subcontractors while performing services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

XVI. 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.

XVII. No Waiver of Immunity

The execution of this Agreement and the performance of ISD of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to ISD, its 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.

XVIII. 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.

XIX. 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. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

XX. 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.

XXI. Non-Appropriation of Funds

The term of this Agreement is a commitment of ISD's current revenue only. Notwithstanding the terms of this Agreement, ISD is obligated to make payments only as approved each year by ISD's Board of Trustees. ISD's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of ISD.

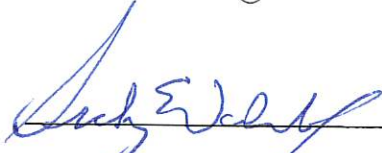

XXII. Severability

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.

XXIII. Nondiscrimination. In their execution of this Agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

XXIV. Notices. 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:

Michael Hatton	Jenny Angelo
Director of Dual Credit	Executive Director of Curriculum Instruction
Lamar Institute of Technology	Beaumont ISD
PO Box 10043	3395 Harrison Avenue
Beaumont, Texas 77710	Beaumont, Texas 77706
mhatton@lit.edu	jangelo@bmtisd.com

	10/22/24		8/1/2024
Dr. Sidney E. Valentine, President	Date	Dr. Shannon Allen, Superintendent	Date
Lamar Institute of Technology		Beaumont Independent School District	SA