



P-TECH Memorandum of Understanding

September 1, 2024- August 31, 2029

Student Eligibility and Enrollment

- I. P-TECH students will not be asked to meet a minimum high school GPA in order to enroll in coursework.
2. All other eligibility requirements specified in the dual credit portion of this agreement will apply.

Grading Periods and Policies

Grading periods and policies for high school courses will be governed by local high school policies and procedures. All grades will be recorded in a numerical format. Spurger ISD Grade Point Average (GPA) policies will remain in place for the P-TECH students. P-TECH course grades are weighted for GPA purposes as specified by the Spurger ISD.

Grading periods and policies for college credit courses will be under the authority of LIT. LIT grading practices are on a semester rotation. The Course Catalog, syllabi, and policies at LIT will determine the grading practices. Grades for college credit coursework will be provided to the Spurger ISD each semester the week following final exams.

Eligible Courses

1. Courses approved for dual credit for a P-TECH student must be applicable to a college certificate or degree.
2. This agreement does not apply to LIT Continuing Education courses.

Administration of Statewide Assessments - Subchapter B, Chapter 39

The P-TECH shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled to account for 15 per Spurger ISD of the student's final grade for the course. In addition, the P-TECH must administer the Texas Success Initiative college placement exam to all incoming ninth (9th) graders to assess college readiness and to



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enable students to begin college courses based on their performance as soon as students are able and willing.

P-TECH students will be required to participate in the appropriate end-of-course assessment instruments for secondary-level courses in Algebra I, Biology, English I, English II, and United States History as specified in TEC 39.023.

Assistance, Student Waivers and Fees

Tuition and fees for the remaining students who do not qualify for LIT exemptions will be the responsibility of the Spurger ISD. P-TECH students will not have financial responsibility for tuition, fees or transportation costs associated with the program.

P-TECH Enrollment and Attendance

Students are eligible to enroll in the P-TECH after they have filled out all necessary application forms, including parental support forms. The Spurger ISD will select students through a blind scoring of each application according to the application rubric. All students enrolled in high school courses will be expected to follow current Spurger ISD attendance policies. Attendance records will be taken for all courses offered at the P-TECH campus.

Students enrolled in college credit courses will follow current LIT attendance policies. Attendance will be taken at LIT based on the published College Attendance Policy.

Building a College Culture

The P-TECH and LIT will establish a learning community that blends high school and college, instilling a college-going culture among participating students. P-TECH students will: Develop a four-year high school graduation plan and post-secondary plan; participate in high school credit classes and college credit classes for which students receive both high school and college credit; and participate in an advisory program which provides college campus orientation, academic counseling, college and career planning and additional student counseling.



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Professional Development

Professional Development of the P-TECH staff will be on-going, and will be provided through a selected Campus Improvement Team. The LIT liaison will meet with the team to identify any challenges and make recommendations to the Principal for effective coordination, collaboration and continued development of the P-TECH. P-TECH faculty teaching college credit courses will be expected to participate in professional development activities offered by LIT, a minimum of 4 hours per academic year, which may include Professional Development Day, the annual Dual Credit Seminar, general faculty meetings, and division meetings. Professional development of LIT faculty will be provided through LIT.

LIT will endeavor to provide professional development opportunities that will promote interaction between P-TECH, LIT faculty and advisors.

Procedures for Collecting and Sharing Data

Student data will be collected at the P-TECH facility in accordance with state regulations and Spurger ISD data collection procedures. All student data will be disaggregated from the High School general population. Student data to be shared with LIT will include, but is not limited to, demographic and academic information, including TSI readiness by grade level, SAT/ACT and PSAT scores, number of hours taken and credits earned, GPA's, results of State assessments, and any other data necessary to assess program effectiveness in accordance with the Family Education Rights and Privacy Act.

The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and Spurger ISD Board Policy, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA. For purposes of this agreement, each party designates the other party as its agent with legitimate educational interest in the students' educational records for purposes of FERPA.



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Records related to teacher qualifications will be maintained by the Spurger ISD and LIT in accordance with current policies related to privacy and recordkeeping. Spurger ISD teachers applying for adjunct faculty positions with LIT will submit appropriate paperwork directly to LIT.

Evaluation

The Spurger ISD and LIT will develop a plan for the evaluation of the P-TECH program to be completed each year that will include, but not be limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, and adequate progress toward the college-readiness of the students in the program.

Additional Requirements--Dual Credit at LIT

Given that a P-TECH program is a specialized form of dual credit, the LIT policies regarding dual credit will also apply to P-TECH students from the Spurger ISD unless noted otherwise in the P-TECH portion of the agreement.

The following section details the dual credit agreement between LIT and the Spurger ISD, covering both P-TECH students (except as noted above) and traditional dual credit students from the Spurger ISD.

Transportation

Day to day costs, such as transportation to and from the campus, will be the responsibility of the Spurger ISD. Discontinuation of the P-TECH program will only be allowed at the end of a grade level cohort, or when a cohort graduates. Discontinuation of the program will provide for the support of students enrolled in the program to ensure proper planning for graduation, and meet all the required elements of the program until complete discontinuation of the program.

Severability

If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall



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not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Termination

This agreement and partnership may be terminated by either party upon ninety (90) days written notice to the other party. In the event of termination during the initial term of this agreement, the effective date of termination shall be as of Sept 30 following the notice. It is the intent of both parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of the P-TECH, unless the parties mutually agree.

Indemnification.

To the extent authorized by Texas law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each part. its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this agreement or from the activities of the District and LIT personnel, students, faculty, as aforesaid under the provisions of the agreement.

A handwritten signature in black ink, appearing to read 'Jeffrey Bunnthorn', written over a horizontal line.

Mr. Jeffrey Bunnthorn Superintendent
Spurger Independent School District

A handwritten signature in blue ink, appearing to read 'Sidney Valentine', written over a horizontal line.

Dr. Sidney Valentine
President
Lamar Institute of Technology