

**MEMORANDUM OF UNDERSTANDING BETWEEN
LAMAR STATE COLLEGE PORT ARTHUR AND
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT
WILSON EARLY COLLEGE HIGH SCHOOL
2023-2024**

This memorandum of understanding (“MOU” or “Agreement”) is by and between **LAMAR STATE COLLEGE PORT ARTHUR**, a member of the Texas State University System, (“LSCPA”), and the **PORT ARTHUR INDEPENDENT SCHOOL DISTRICT**, a Texas public independent school district and political subdivision of the State of Texas, (“PAISD ECHS”), located in Jefferson County in Texas with an effective date of July 1, 2021. Individually, LSCPA and PAISD are referred to herein as “Party” and collectively as “Parties.” “Students who participate in the Dual Credit Partnership (the Partnership) may concurrently receive high school and college credit upon satisfactory completion of the requirements of the courses.”

WHEREAS LSCPA and PAISD desire to continue an early college high school program operated at the campus of LSCPA and at a PAISD facility located at 1500 Lakeshore Drive in Port Arthur and

WHEREAS the Parties intend to submit an application to continue the program to the Texas Education Agency (“TEA”) as required by that agency.

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

Background and Purpose. In 2014, Port Arthur ISD and LSCPA engaged in discussions and began to plan for the establishment of Wilson Early College High School (“WECHS”) with a Career and Technical Education (“CATE”) focus as well as provide 60 semester hours of credit leading to an associate of arts degree for students who wish to transfer to a university. The WECHS as designed and placed in operation in August 2016 provides students with workforce-ready training, certifications, and/or an Associate of Applied Science or an Associate of Arts degree upon completion of high school. Applicable Law (as hereinafter defined) permits a public school district and public college to partner to provide a course of study for an early college high school, combining high school courses and college-level courses during grades 9 through 12 for students who are at-risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code). The purpose of this MOU is to establish the rights and obligations of the Parties with respect to the operation of the WECHS, a four-year high school with an early college program component (“Program”) that complies with all Applicable Laws and is located on LSCPA’s campus and the WECHS campus (formerly Woodrow Wilson Middle School). Some college courses may be conducted at the WECHS facility and other courses will be taught on the campus of LSCPA.

The Program provides student learning and support programs that enable participating students to achieve a high school diploma and earn up to 60 semester credit hours toward an Associate of Applied Science degree or Associate of Arts degree by the end of the students’ senior year. Additionally, the WECHS will provide workplace internships (if applicable),

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field projects, industry mentorships, and college and career counseling. The WECHS commenced in August 2016 with approximately 101 students in grade nine and will continue to phase in approximately 100 students in grade nine on a yearly basis, with a maximum enrollment not to exceed 400 students in grades 9-12.

2. Applicable Law. The Parties agree to operate the Program and PAISD's WECHS in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39, 61, and 95; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; and (h) Texas Higher Education Coordinating Board ("THECB") guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"). The Parties agree to operate the Program and PAISD's WECHS in compliance with applicable LSCPA and PAISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the PAISD's WECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

3. Term. Subject to approval of the Program application by TEA, annual approval as required by law or by TEA or THECB, the term of this MOU shall commence on July 1, 2022, and shall expire on June 30, 2023 ("Expiration Date").

4. Governance.

a. **Governing Structure.** The governing structure of the Program includes a Steering Committee and Campus Planning and Advisory Committee ("CPAC") at the PAISD's WECHS campus. The composition of the CPAC, the roles and responsibilities of the CPAC members, and the authority of the CPAC will be determined through collaboration of the Parties.

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b. Steering Committee. Members of the Steering Committee includes representatives designated the PAISD Superintendent and the President of LSCPA. The Steering Committee is charged with the overall oversight of the PAISD's WECHS. Its responsibilities include:

- i. Developing and implementing the academic and professional policy as related to the PAISD's WECHS;
- ii. Developing and implementing budgets and financial policy as related to the PAISD's WECHS;
- iii. Ensuring adherence to Applicable Laws that affects the well-being of students enrolled in PAISD's WECHS; and
- iv. Annually reviewing the MOU and suggesting revisions as necessary or advisable.
- v. Recommending the addition, revision, or deletion of postsecondary workforce education programs.
- vi. Formulating processes for identifying and strategies for providing support services to students enrolled in college courses who are experiencing academic difficulty;

c. PAISD's WECHS Administrative Team. In the event a vacancy should occur in the future LSCPA will provide a representative to participate in the process of hiring the PAISD's WECHS principal, who shall be an employee of PAISD. LSCPA shall designate the person to serve as Liaison with PAISD as it relates to the PAISD's WECHS. The LSCPA Director of Dual Credit will cooperate with and facilitate communication between the PAISD and LSCPA. The LSCPA Director of Dual Credit will meet with the PAISD's WECHS principal and other representatives as may be needed to support the PAISD's WECHS.

5. PAISD's WECHS Organization. Except for building use policies or as otherwise set forth in this MOU or required by Applicable Laws, policies and procedures relating to the high school portion of the Program and PAISD's WECHS shall be governed by PAISD policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and PAISD's WECHS shall be governed by the LSCPA policies and procedures. The PAISD's WECHS on-site administrator ("Principal") will have decision-making authority in matters of budgeting, staffing for non-college level courses, scheduling, student assessment for non-college level courses and requirements, curriculum for non-college level courses, and professional development in congruence with PAISD policy and PAISD's WECHS procedures. LSCPA shall be responsible for assessing participating students for readiness for college-level courses and for developing and implementing an evaluation process for measuring the effectiveness of the Program. The Program courses will be the same college-level courses offered by LSCPA to non-Program students. Some LSCPA course

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sections will consist solely of WECHS students while other sections will consist of WECHS students and other LSCPA students. LSCPA shall be responsible for selecting instructors for college-level courses as required by LSCPA in accordance with Applicable Laws and for supervising instructors of college-level courses.

6. School Calendar. The instructional calendar for the high school portion of PAISD's WECHS will be based on the PAISD calendar and comply with all related TEA regulations for attendance. PAISD will adjust its schedule if necessary to enable the PAISD's WECHS students to enroll in and attend the college level courses provided by LSCPA. Where allowed by Applicable Law, including, without limitation, Section 29.0822 of the Texas Education Code and 19 Texas Administrative Code § 129.1027, and further subject to approval of both Parties, the PAISD's WECHS calendar may vary from that of the PAISD in order to best fit the needs of students and reasonably interrelate with the LSCPA academic calendar.

7. PAISD's WECHS and LSCPA Facilities.

a. PAISD will provide dedicated space at the PAISD's WECHS ("WECHS Facility") for both high school and college courses. This space at the WECHS Facility will include core learning classrooms, administrative and student support areas, and other space as determined by the Parties. As the number of students enrolled in the college courses increases, subject to space requirements of LSCPA for students participating in the regular college program at the WECHS, additional space will be provided to meet the needs of LSCPA. Non-contiguous classrooms will be utilized for specialized facilities (e.g. science labs, fine arts, physical education) and for college credit classes taught in the WECHS building.

b. Subject to availability and LSCPA building use and other applicable policies and procedures, LSCPA will provide to WECHS students who are enrolled in college courses and employees of the PAISD's WECHS reasonable access to all campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with PAISD's WECHS or LSCPA.

c. Access for facilities, services, and resources will be addressed by the PAISD's WECHS Steering Committee and LSCPA. PAISD's WECHS students who are enrolled in college courses were issued a PAISD and a LSCPA identification card, which gives them access to LSCPA facilities and resources available to all other students enrolled at LSCPA.

d. Part a. above notwithstanding, both parties agree that the majority, and perhaps all, of the college credit courses will be conducted on the LSCPA campus.

8. PAISD's WECHS Faculty.

a. Faculty for High School Courses. To teach high school-level courses in PAISD's

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WECHS, PAISD instructors must meet State certification requirements in their subject area to teach in the State of Texas and be designated as highly qualified. PAISD's WECHS instructors teaching non-college level courses will be selected and supervised by PAISD. PAISD employees assigned to the PAISD's WECHS will be evaluated annually by PAISD according to Applicable Laws and PAISD policies and procedures.

b. Faculty for College-Level Courses. PAISD's WECHS instructors teaching college level or dual credit courses must be regularly-employed LSCPA faculty members and meet the same standards of SACS for college-level instructors. LSCPA shall supervise its instructors who teach the college level courses in which WECHS students are enrolled in accordance with LSCPA policies and procedures.

c. Salaries of PAISD's WECHS Instructors. Each Party shall be responsible for the payment of the salary and benefits of its respective employees performing services for or at the PAISD's WECHS.

d. Professional Development. Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned, implemented, and paid for by the PAISD's WECHS Principal and the Liaison.

9. Building a College Culture.

a. The PAISD and the LSCPA will continue to establish a learning community that blends high school and college, instilling a college-going culture among the participating students. PAISD's WECHS students will be aided to:

- i. Develop a four-year high school graduation plan and post-secondary plan;
- ii. Participate in high school credit classes, and college credit classes for which students receive both high school and college credit;
- iii. Participate in an internship program, as applicable.
- iv. Participate in a class which provides college campus orientation, academic counseling, college and career planning and additional student support counseling.

b. Adhere to the LSCPA Code of Student Conduct in all college-level courses regardless of whether the courses are conducted at the WECHS or on the LSCPA campus. The College reserves the right to remove the WECHS students from the program. Participation in the college courses associated with the WECHS is a privilege and not an entitlement.

10. Outreach to Target Population; Admission of Students to Program.

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a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the PAISD's WECHS by focusing on qualified eighth grade students at all PAISD middle schools in January of each year. This recruitment process will include:

- i. The establishment of a recruitment web site that will provide recruitment and admission information;
- ii. The distribution of recruitment/admission packets to all eighth-grade students, as applicable in PAISD;
- iii. Meetings with PAISD counselors, as applicable, to discuss the PAISD's WECHS and answer questions;
- iv. Student/parent meetings that will be held on middle school campuses to explain the opportunities and commitment required of PAISD's WECHS students; and
- v. Development of recruitment and admission information presented in a bilingual mode.

b. Admission Policies. Admission to PAISD's WECHS will be limited to students who reside in the PAISD and who meet the eligibility requirements for enrollment in an early college program and dual enrollment program under Applicable Laws. As was the case for the initial cohort admitted in 2016, the PAISD and LSCPA recruitment teams will focus on identifying highly-capable students that may or may not be experiencing academic success. Recruitment efforts will also focus on at-risk students, historically underserved student populations, and first-generation college students. Additionally, PAISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete applications for both PAISD's WECHS and LSCPA. The LSCPA application will be due on June 1, 2023. Students must meet established LSCPA and THECB admission requirements for each college class upon enrollment.

c. Transportation. In order to facilitate participation by the target population defined for the PAISD's WECHS, PAISD will be responsible for transportation of the eligible WECHS students to and from the WECHS Facility.

11. Curriculum

a. Courses of Study and Curriculum Alignment. PAISD and LSCPA have developed an articulated four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and

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10 to a gradual integration to college level classes during grades 11 and 12, and represents high levels of rigor, acceleration, and support. The LSCPA Director of the Dual Credit Program and the Principal will be responsible for working with PAISD's WECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.

b. Three types of courses shall be offered under this MOU. The course for which college credit is awarded shall provide advanced academic instruction beyond, or in greater depth than, the essential elements.

- i. Courses contained in the LSCPA transfer Core Curriculum;
- ii. College-level technical courses part of approved Associate of Applied Science (AAS) degree or certificate programs and described in the current edition of the Workforce Education Course Manual.
- iii. Courses contained in the Lower Division Academic Course Guide Manual (ACGM).

c. High School Diploma and Degree. Within this framework, students may be able to earn a High School Program diploma within a four-year time frame and 62 credit hours towards an Associate of Applied Science or Associate of Arts degree. Students will be advised upon leaving WECHS that all courses successfully completed in pursuit of the Associate of Arts degree can be transferred to any state-supported college or university in Texas and that the Core Curriculum completed within the Associate of Arts degree can be transferred as a block to any state-supported college or university in Texas.

d. Instructional Materials. The PAISD's WECHS will provide all course materials, including textbooks, syllabi, course packets, and other materials needed for classes at no cost to the student. Instructional material must be equivalent to the level of the instruction and materials used for the identical courses taught on the LSCPA campus for dual credit. The funding of materials is addressed in Section 14.c. of this MOU.

e. Physical Education and other High School Only Courses. The Parties acknowledge that physical education is not required as a part of the Associate of Applied Science or Associate of Arts degree programs but may otherwise be required for a high school diploma under Applicable Laws. Accordingly, PAISD will be responsible for instruction in physical education and may utilize a designated area of the LSCPA campus for providing such instruction. Additionally, to the extent that any high school only courses are required for any students enrolled in the WECHS, including, without limitation, remediation classes, they will be provided by PAISD faculty at the WECHS.

12. LSCPA Admission. Decisions regarding college admission, college readiness, the ability to perform college-level work, or otherwise function in a college environment shall rest

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within the sole discretion of LSCPA. Enrollment, or continued enrollment, in LSCPA by students enrolled in the PAISD's WECHS shall not be considered an entitlement.

13. Students.

a. Student Composition of Classes. PAISD's WECHS students enrolled in LSCPA college-level courses may attend classes composed of only PAISD's WECHS students or may attend classes in person or online courses with regular LSCPA students enrolled in that college-level class. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed under the following conditions:

- i. If the course is required for completion under the State Board of Education Foundation High School Program graduation requirements;
- ii. If the high school credit-only students are College Board Advanced Placement students; and/or
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

b. Academic Policies. The academic policies of PAISD shall apply to all students enrolled in the PAISD's WECHS. The academic policies of LSCPA shall apply to PAISD's WECHS students as to college-level courses.

c. Student Conduct. PAISD's WECHS students are required to adhere to PAISD and LSCPA policies, procedures, and regulations regarding facilities and equipment usage and both LSCPA and PAISD codes of student conduct. All disciplinary action, including, suspension and dismissal from PAISD's WECHS, shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of PAISD and LSCPA, the Parties will collaborate to resolve any conflict.

d. Eligibility for Financial Aid. In addition to any financial support and assistance provided by the Parties as set forth in this Agreement, the Parties will collaborate on identifying third party sources of financial assistance, including, without limitation, State, federal, and other grants; fundraising efforts for the PAISD's WECHS; and partnerships with baccalaureate-granting institutions for scholarships to their institutions.

e. Accounting for Attendance. The Parties shall comply with the TEA Attendance Handbook and any THECB attendance requirements for credit in high school courses. Each PAISD's WECHS faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Laws. As applicable, the Parties will refer to the TEA Guidance for WECHS - Dual Enrollment Credit Attendance for documenting formal attendance taking procedures.

f. Transcripts. The LSCPA Registrar will provide appropriate security and

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confidentiality measures for the reporting and posting of grades and the maintenance of transcripts. For college level courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course.

g. Grading Periods and Policies: LSCPA will report a numerical grade based on the LSCPA grading scale to PAISD, which may adapt the grade as required to conform to PAISD policies and procedures. LSCPA will provide approximate mid-term grade averages in addition to semester grades. PAISD will post grades for students enrolled in the WECHS in accordance with the PAISD grading calendar. At the end of each academic year LSCPA will provide to WECHS student level data that shows the amount of college credit taken and/or earned by, and the cumulative grade points average of, each WECHS student. Withdrawal from the college course or courses does not result in a withdrawal from the high school course or courses or WECHS. WECHS personnel are responsible for advising ECHS students concerning academic progress in the high school component of the course. WECHS shall follow PAISD policy as to the weighing system for the college grade for the ECHS student's final high school grade point average (GPA).

h. Student Assessment. All PAISD's WECHS students are required to participate in required state, national and federal assessments, which will be administered by the PAISD's WECHS staff. WECHS 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 percent of the student's final grade for the course. LSCPA agrees to make accommodations in course scheduling and attendance so that PAISD's WECHS students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. All students will take the Texas Success Initiative Assessment (TSI) by January 2019. The College will assist WECHS in the administration of the TSI college placement exam.

i. Student Records. In accordance with Applicable Laws, each Party will maintain student records pertaining to PAISD's WECHS and provide the other Party copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable to perform its obligations under this MOU. Both Parties will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of PAISD's WECHS students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

j. Student Support Services. Both Parties will identify and collaborate on measures

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to assist those students who may not be performing satisfactorily to succeed. In addition, when appropriate, students will be assigned a mentor/advisor in high school. Teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans including transferability of college credit earned. Students will also tutor each other and have access to LSCPA tutors. At LSCPA, students will receive support through supplemental instruction, LSCPA tutors, and/or additional sources identified. The LSCPA Director of Dual Credit assigned to PAISD's WECHS will work to inform the PAISD's WECHS administration of students with excessive absences and academic concerns in college-level courses prior to the end of a semester to provide for intervention for success. To ensure academic success, the Parties will provide counseling and academic support services, as may be needed. PAISD will assign a specific Success Coach to its PAISD's WECHS who will provide academic and counseling support to the PAISD's WECHS learning community's students and their parents, and work with the LSCPA Director of Dual Credit Program in the areas of test preparation, remediation, and the development of an integrated support system for PAISD's WECHS students across the two institutions. The PAISD Success Coach and LSCPA Director of Dual Credit Program will work to ensure students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations' processes. LSCPA will assist with registration for all students who are qualified to enroll in LSCPA courses. Decisions as to which applicants are qualified for admission shall be the sole discretion of LSCPA.

14. Program Reporting. The Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the PAISD's WECHS to be submitted to TEA and as may be required by the THECB or the Southern Association of Colleges and Schools Commission on Colleges. The reports will be provided to each Party and others as deemed appropriate. Data regarding student progress and success will be collected and shared as deemed appropriate under the supervision of the Steering Committee. The annual and other reports will contain information required by TEA, THECB, or as otherwise required by Applicable Laws, which may include, without limitation, the number of credit hours taken and earned, grade point averages, state assessment results, SAT/ACT/PSAT scores, Texas Success Initiative readiness by grade levels, qualifications of WECHS faculty and staff, and locations where courses are taught.

15. Fiscal Matters.

a. **Rules for Charging Students.** Students enrolled in the PAISD's WECHS will not be charged for costs associated with the Program for tuition and fees, textbooks, administration of a college placement exam, or fees required by LSCPA for other students enrolled in LSCPA. The responsibility for providing textbooks and for payment of tuition, fees, and TSI testing shall be the responsibility of PAISD. Neither PAISD nor LSCPA will be responsible for costs associated with students re-taking a class due to failure, re-taking a class to obtain a higher

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grade, or taking courses beyond the prescribed Associate of Applied Science or Associate of Arts degree plans. Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed degree plan will be responsible for all costs associated with the classes at the rate assigned to dual credit students not enrolled in PAISD's Early College High School.

b. Tuition and Fees. Tuition and fees shall be determined by the Texas State University System Board of Regents and assessed accordingly.

c. Tuition and fees will be waived for dual credit students who received free or reduced priced school lunch in any of the four years preceding the semester of dual credit enrollment. WECHS is responsible for providing a list of eligible students to the LSCPA.

d. Tuition for dual credit students shall be assessed at the rate of \$45 per semester credit hour for all other students in all other courses.

e. Textbooks and Instructional Materials. PAISD will apply to the Texas Education Agency for textbook waivers for college-level instructional materials. If the applications for textbook waivers are not successful, the PAISD will assume responsibility of providing college-level texts and supplemental materials required for classes to the WECHS students. LSCPA will adopt textbooks for at least 5 academic years.

f. Fund Sources. Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. PAISD has committed to the PAISD's WECHS the use of its local funds for instructional, administrative, and professional development costs beyond the expenditure of startup funds. In turn, the LSCPA has agreed to provide 100% of the administrative, instructional, and support services for the college courses.

g. Fiscal Agent. The PAISD will act as the fiscal agent for the purposes of this MOU. Under this arrangement, the PAISD will be the recipient of PAISD's WECHS local, state (TEA), and federal funds and will be acting as the intermediary for the PAISD's WECHS.

16. Release. To the extent permitted by Applicable Law, PAISD does hereby agree to release and hold harmless LSCPA and its regents, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of PAISD or its trustees, employees, agents, officers and representatives.

17. Alignment with Statewide Goals Established by HB 1638, 85th Legislature

a. Goal 1: Create collaborative outreach efforts

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- i. PAISD ECHS and LSCPA will develop and implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits dual credit.
 - ii. PAISD ECHS and LSCPA will conduct informational sessions for students and parents on dual credit opportunities, and benefits.
 - iii. PAISD ECHS and LSCPA dual credit webpages will reflect the most current dual credit program information including enrollment and fee policies.
- b. Goal 2: Improve transition to and acceleration through postsecondary education
 - i. LSCPA will provide program maps for each academic program offered at the college. The program maps will provide degree sequence, prospective career options, and the applicable high school endorsement.
 - ii. LSCPA will provide webinars and workshops designed to help students succeed in college level course work.
 - iii. Program placed dual credit students (those working toward the completion of a credential) will receive additional career related support and coaching.
 - iv. LSCPA will provide PAISD ECHS students and families with a detailed course listing. The course listing will provide the name of the college course and the semester when the course will be taken.
 - v. PAISD ECHS shall designate at most five PAISD ECHS employees to receive MyLSCPA portal access. These designated employees will use this access to help students acclimate to the technology.
- c. Goal 3: Provide college advising and student support services to promote success
 - i. LSCPA will host an annual counselor's event to provide school counselors with information to support the advising of dual credit students.
 - ii. Dual credit students will have access to instructional support services including advising, tutoring, and library resources.
 - iii. Dual credit students shall be eligible to receive a college identification card.
 - iv. Dual credit students shall receive a student identification number (P#), username, and have access to all college online applications through the MyLSCPA portal.
 - v. LSCPA will provide a Success Coach for PAISD ECHS students.
- d. Goal 4: Cooperate to ensure the quality and rigor of all dual credit courses
 - i. Dual credit instructors at PAISD ECHS will meet the same credentialing standards as all other LSCPA teaching faculty.
 - ii. Dual credit instructors at PAISD ECHS are required to complete the college's annual security awareness training and comply with requests from Information Technology Services.
 - iii. Dual credit instructors will be provided with MyLSCPA email addresses and accounts. Dual credit instructors at PAISD ECHS are required to check and respond to emails sent to MyLSCPA accounts.
 - iv. LSCPA will observe dual credit instructors annually.

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- v. Dual credit instructors at PAISD ECHS are required to use the LSCPA syllabus template and post a syllabus for each course taught to the college's website.
- vi. Dual credit instructors at PAISD ECHS are required to use the LSCPA faculty curriculum vitae template and post a curriculum vitae to the college's website.
- vii. Dual credit instructors at PAISD ECHS must create Core Curriculum and Academic course assessments and evaluate student achievement on those assessments each semester, based on LSCPA's guidelines.

18. Termination of the MOU.

a. Termination for Cause. Either Party may terminate this MOU due to the default of the other Party. An event of default shall be deemed to have occurred if a Party commits a material breach of any provision of this MOU. In the event of default, the non-breaching Party shall provide written notice to the other Party of the breach specifying the provision claimed to be breached. Except in the event of a default that threatened the health or safety of students in which the non-breaching Party may terminate this MOU immediately, the breaching Party shall have thirty (30) days to cure such default. If the breaching Party fails to cure the breach within such 30-day time period, the non-breaching Party may terminate this Agreement upon written notice to the other Party and shall be entitled to any remedies available in equity or law for such breach.

b. Termination for Convenience. Notwithstanding any provision to contrary in this Agreement, either Party may terminate this MOU for convenience and without cause or penalty upon sixty (60) days written notice to the other Party. In the event of termination for convenience, the Steering Committee will prepare plan of dissolution agreeable to both Parties in accordance with all Applicable Laws.

c. Termination for Insufficient Enrollment. Either Party may terminate this MOU in the event of insufficient enrollment. For purposes of this Section 17(c), insufficient enrollment means that the number of students who indicate an interest in enrolling in the ninth-grade class of the WECHS to begin August 2018 is significantly fewer than the 100 students maximum permitted.

d. Termination Due to Change in Applicable Laws. Either or both Parties may terminate this MOU in the event that TEA fails to approve the Program for the next school year or that a change in Applicable Law poses a hardship on either Party in its performance under this MOU or makes the obligations of either Party untenable. Termination for a change in Applicable Laws or failure to receive Program approval shall occur at the end of the then current contract year or earlier as may be agreed upon by the Parties.

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e. Effect of Termination. Should LSCPA or the PAISD terminate their participation in the PAISD's WECHS, they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

f. Discontinuance of PAISD's WECHS. PAISD and LSCPA agree to comply with the requirements of Applicable Laws for discontinuing operations of PAISD's WECHS. During the teach-out period transitioning from full operation to the discontinued program, LSCPA and PAISD will continue to meet all of the required elements of an early college high school program and provide full support for all students enrolled in PAISD's WECHS. During the teach-out period, no new or additional students will be enrolled in PAISD's WECHS in grades that have been phased out. If PAISD's WECHS has only ninth and/or ninth and tenth grade cohorts, the Program will be closed down at the end of the school year in which the decision is made to discontinue operations. If PAISD's WECHS has eleventh and/or eleventh and twelfth grade cohorts, operation will continue through the graduation date for the eleventh-grade cohort. During this time, services may continue to be offered for enrolled ninth and tenth grade students through scheduled graduation for the cohort(s); however, a continuation of services is not required.

19. Miscellaneous Provisions.

a. Amendments. This MOU may be modified and amended only upon a written amendment signed by both Parties, and any such modification or amendments shall be attached to and become a part of this MOU.

b. Governing Law, Venue, and Reservation of Rights. This MOU and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Jefferson County, Texas for any action under this MOU. Notwithstanding anything to the contrary in the Agreement, the parties reserve their constitutional, statutory, and common law rights, privileges, immunities, and defenses.

c. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of LSCPA and PAISD may teach college courses as adjunct instructors of LSCPA or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities,

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losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this MOU.

d. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this MOU or any other instruments given in connection with or pursuant to this MOU will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

e. Assignment. Neither Party may assign its interest in the MOU without the written permission of the other Party.

f. Entire Agreement. This MOU constitutes the entire agreement of the Parties regarding the subject matter herein described. This MOU supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this MOU the Parties rely solely upon the representations and agreements contained in this MOU and no others. No subsequent change or modification of this MOU is binding unless in writing and signed by the Parties.

g. Notice. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, by overnight courier, or any manner permitted under the Texas Electronics Transactions Act and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

COLLEGE:

Lamar State College-Port Arthur
President
P. O. Box 310
Port Arthur, Texas 77641-0310

SCHOOL DISTRICT:

Port Arthur Independent School
District
Superintendent
4801 9th Avenue
Port Arthur, TX 77642

COPY TO:

Such other persons or places as either party may from time to time designate by written notice to the other.

h. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this MOU.

i. Severability. If any provision of this MOU is held to be invalid or unenforceable

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for any reason, this MOU shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

j. No Third-Party Rights. This MOU is made for the sole benefit of PAISD and LSCPA and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

k. Counterparts. This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of July 1, 2023:

LAMAR STATE COLLEGE-PORT ARTHUR

By: *Pamela Millsap*
Dr. Pamela Millsap
Vice President for Academic Affairs

7-6-23
Date

By: *Betty Keynard*
Dr. Betty Keynard
President

7-10-23
Date

PORT ARTHUR INDEPENDENT SCHOOL DISTRICT

By: *Dr. Mark Porterie*
Dr. Mark Porterie
Superintendent

7-18-2023
Date