

UT AUS CN: 44875

**2018-2019**

**COOPERATIVE PROGRAM AGREEMENT**

This Cooperative Program Agreement ("Agreement") is entered into by and between the Contracting Parties shown below.

**1. Contracting Parties:**

The School District ("District")

Burnham Wood Charter School District  
785 Southwestern Dr.  
El Paso, TX 79912

The University: Senior Vice President and Chief Financial Officer Darrell Bazzell  
101 InnerCampus Drive, Suite 102  
Austin, Texas 78712

With a Copy to:

Office of Strategy and Policy  
Texas OnRamps  
2616 Wichita St.  
Austin, TX 78712  
Attention: Sandra Vasquez  
512-232-6658

**2. Nature of the Cooperative Program**

The University of Texas at Austin, on behalf of the Office of Strategy and Policy, and the Independent School District enter into this agreement to implement OnRamps to offer dual-enrollment courses and high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their District and the opportunity to earn college credits from The University of Texas at Austin ("Project") through a distance education course.

**3. Agreement Amount**

The amount paid by the District during each contract year to the University will be equal to the costs per student and teacher training needed by the District as set forth in Section 4.2F. The 85<sup>th</sup> Texas Legislature provided state appropriation that reimburses all partnering Districts a portion of the cost per student and teacher training fees for participating in OnRamps. UT Austin will commit additional funds to offset remaining district costs related to students taking OnRamps courses, including professional learning, student enrollments, and lab materials fees, after Texas Education Agency ("TEA") reimbursements.

Districts must pay the costs of lodging, transportation, and teacher substitute costs during the fall and spring professional learning institutes.

#### **4. Program Responsibilities**

Responsibilities to implement OnRamps dual-enrollment distance courses will be shared between the District and UT Austin. A school district entering into a contractual agreement for the delivery of distance education is an active participant in ensuring the effectiveness and quality of the implementation of OnRamps in the District. The funds paid by the District to the Office of Strategy and Policy will cover lodging expenses for the Summer Professional Learning Institute. Payment shall be due and payable, in full, to the University within thirty (30) calendar days from receipt of such invoice. All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin, Office of Strategy and Policy  
2616 Wichita St.  
Austin, Texas 78712

#### **4.1. Responsibilities of UT Austin**

##### **Enrollment**

- A. OnRamps will register high school students for OnRamps courses through University Extension at UT Austin using the OnRamps registration system ("OSIS"). In order to officially enroll in OnRamps dual-enrollment distance courses, students must acquire an official, permanent UT EID via the university web site, to provide secure login and password. Once a UT EID has been acquired, students must complete the required registration and enrollment form that will be available during the registration process for high school courses. Information received and stored by OnRamps regarding students enrolled at either Texas Tech University or the University of Texas at Austin is confidential and protected by the Family Educational Rights and Privacy Act.
- B. As part of routine evaluation of educational effectiveness at the University, OnRamps will maintain OnRamps student educational records, including registration, enrollment, orientation and course and course evaluation data for purposes of administering, implementing, and improving the program, and providing official reporting to the University and the District.

##### **Curriculum and Instruction**

- A. UT Austin will provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for the oversight of distance education, ensuring rigor and quality. UT Austin faculty are provided at least six months of intensive 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provision frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.

- B. Distance Education and High School Courses:
  - a. Provide yearlong, in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin;
  - b. Provide clear and transparent expectations for postsecondary success in Texas;
  - c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations;
  - d. Opportunity for students to take responsibility for their own learning; and
  - e. Prominently feature the four pillars of OnRamps: College Content, Innovative Pedagogy, Technology Enhanced Education, and Educator Excellence (Exhibit A Section 4).
  
- C. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas Learning Management System ("LMS"), to every OnRamps student, teacher, and UT Austin Faculty member to meet course expectations.
  
- D. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
  - a. Provide expert online and phone-based technical support for OnRamps teachers, students, and UT Faculty utilizing the curriculum when that support is not provided through Canvas LMS.
  - b. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas LMS, and/or the UT Austin OnRamps Academic course staff unless otherwise specified.
  
- E. Administer OnRamps dual-enrollment distance courses. Students enroll in a semester- or year-long course taught by their high school teacher for high school credit. Throughout the semester/year, the high school teacher uses OnRamps curriculum, pedagogy, and online learning tools developed by UT Austin Faculty to teach the high school course. During the course, at designated periods, students may be eligible to enroll in a distance course for college credit.
  - a. Ramp up period: A student must complete a series of required assignments and summative assessments that are designed, designated, and evaluated by the UT Austin Faculty and academic staff. A student must earn a passing grade (D-) determined by the UT Austin Instructor of Record to be eligible to be dual enrolled in the UT Austin distance course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Other appeal processes or criteria for eligibility are determined by individual UT Instructors of Record.
  - b. UT Austin distance course: A student must complete a series of additional required assignments and assessments that are designed, designated, and evaluated by the UT Austin Faculty and academic staff to determine successful completion of the distance course. The UT Austin Instructor of Record evaluates student progress toward predetermined learning goals and student grades based on the college assessments. (Grades for the

- high school and college courses may differ, as the assignments that determine each grade may differ.)
- c. UT Austin faculty and academic course staff ensure comparability of distance course to campus-based courses and are approved by Department Chairs and supported by Deans.
- F. All OnRamps dual-enrollment distance courses can be applied to the Texas Core Curriculum courses at UT Austin or have been assigned a TCCN equivalency by UT Austin to aide in transfer. See Exhibit A Section 3 for specifics. With the exception of Rhetoric 309K and Math 301, all OnRamps courses are part of the Texas Core Curriculum at UT Austin and are guaranteed to transfer to any state public higher education institution in Texas. Rhetoric 309K has been designated by UT Austin with a TCCN equivalency of 1302, which applies toward the core curriculum at most public institutions in Texas, including UT Austin. A student who is eligible for, and successfully completes, the distance course will have her/his course grade recorded in the Office of the Registrar at UT Austin. A student may request an official copy of her/his transcript from the Registrar at the end of the Spring term for a fee determined by the registrar (\$20.00 as of January 2018). Students may not request electronic transcripts. Each student is advised to check with her/his planned collegiate program, even if she/he plans to attend UT Austin, before registering for an OnRamps course, to determine exact course applicability.
  - G. Support documentation of distance course credit. OnRamps will direct students as needed to the process of securing documentation of their participation in OnRamps, including official transcripts and enrollment confirmation letters if they enroll in the undergraduate course, and non-enrollment confirmation letters if they do not enroll in the undergraduate course. Transcripts cost \$20.00 per copy and must be covered by the student.
  - H. Deliver professional learning to participating District teachers assigned to teach the OnRamps course in the District.
    - a. A summer professional learning institute for participating District teachers will be held at UT Austin. Each course offered through the OnRamps Program will have an associated summer professional learning institute. The participating District teacher assigned to the course **must** complete the summer professional learning institute at least once, in its entirety, before teaching their first OnRamps course through the District. If the teacher continues to offer the course in subsequent years, she/he will be **required** to attend the returning teacher track at the institute. UT Austin will be responsible for the following at the summer institute:
      - i. Scheduling the necessary facilities to conduct the institute;
      - ii. Facilitating lodging, parking, and food for the participants;
      - iii. Conducting the summer institute; and
      - iv. Crediting participating District teachers with professional development hours (Approximately, 80 hours for new teachers and approximately 50 hours for returning teachers).
    - b. Academic year professional learning institutes: One-day professional learning institutes for participating, both new and returning, District teachers, both new and returning, will be held at UT Austin or designated regional sites for specified courses during the fall and spring semesters. District teachers will be **required** to attend the one-day workshop during

each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.

- I. Provide one or more Course Coordinators. UT Austin will hire and assign a qualified course coordinator for each course. Approved by the Faculty Lead within the sponsoring UT Department (e.g. Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the high school teacher.
- J. Deliver Partnership Symposiums to participating District and campus administration (Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.)
  - a. The goal of the meetings is to inform, collaborate, and advise on key elements that can drive your college readiness solutions. The intent of this consortium is to provide a space and time for administrators, counselors and us to gather and collectively share issues, needs, concerns, solutions and plans in supporting all of your students for Post-Secondary Success.
- K. The Course Coordinator will:
  - a. Conduct or co-conduct the summer professional learning institute;
  - b. Assist the District in implementing OnRamps by providing the necessary training to the high school teacher before and during implementation.
  - c. Provide on-going, one-on-one feedback and guidance to the high school teacher;
  - d. Provide virtual coaching using the OnRamps-approved online coaching medium for each OnRamps high school teacher in the district to use as a Virtual Coaching opportunity to enhance the frequency and immediacy of feedback and guidance to support their implementation and enhance their professional practice;
  - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and UT Austin Instructor of Records overseeing distance courses.
  - f. Assist the UT Austin Faculty lead and UT Austin Instructor of Record with maintaining the course for students in the District, including electronic distribution of lectures, homework assignments, quizzes, projects and exams to participating teachers and provision of ongoing support in implementing the curriculum.

#### **Institutional Effectiveness**

- A. Provide feedback regarding course implementation to UT Austin Faculty and academic staff, high school teachers, school, and District administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps high school teacher and classroom observations.
  - a. OnRamps staff will alert school and district administration of any serious concerns regarding the District or school implementation of the course pertaining to quality and fidelity of implementation. Distance education courses ensures comparability in rigor and quality with UT Austin

residential courses. If, after three opportunities, the school or District implementation of OnRamps is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future and to require a replacement high school teacher.

- b. OnRamps staff will alert school and District administration of any concerns regarding high school teachers ongoing ability or willingness to implement the course with quality and fidelity.
  - c. A UT Austin OnRamps high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given three opportunities to bring implementation of the course into alignment with expectations set out by the University through coaching and support of the Course Coordinator, through OnRamps professional development, and ongoing communication. If, however, the high school teacher's implementation of OnRamps continues to be unsatisfactory or no improvement is observed, OnRamps will notify the District, the District will use its best efforts to identify an alternate teacher, and the District will work with UT Austin to continue the course through an alternate teacher. OnRamps reserves the right to deny any teacher the opportunity to offer the course in the future.
  - d. If an OnRamps high school teacher is deemed by UT Austin to not be compatible or the best interest of the program, OnRamps will notify the District, and the District will work with UT Austin to continue the course through an alternate teacher.
  - e. Any employee performing services under this agreement on behalf of the District must also be actively employed by the District and may not be on administrative or medical leave. The District must have on file a successfully passed criminal background check for any employee performing services under this agreement on behalf of the District. If a District becomes aware that an employee performing services does not meet the eligibility requirements listed above, the District Contact must inform their Texas OnRamps Point of Contact within 24 business hours.
- B. Appoint OnRamps high school teachers as UT Austin Affiliates. As a Texas OnRamps Affiliate, high school teachers receive university ID cards, e-mail addresses, library access, Wi-Fi-access on campus, the opportunity to purchase gym passes, and other benefits.
- a. OnRamps high school teachers deemed not compatible or in the best interest of the program will no longer be eligible to serve as an OnRamps high school teacher and no longer affiliated with The University of Texas at Austin.
- C. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin Faculty who assume primary responsibility for and exercise oversight of the process.

### **Student Services**

- A. Provide access and training to the Canvas Learning Management System ("LMS") for every OnRamps student to meet course expectations.

- B. Provide expert online and phone-based technical support for OnRamps teachers and students utilizing the curriculum when that support is not provided through Canvas LMS.
- C. Provide access to teleconference functions in Canvas with consultants for writing consultation with their University Writing.
- D. Protect students' personal information in accordance with FERPA policies (See Section 6).
- E. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- F. Provide best-in-class technological resources and infrastructure to support implementation of OnRamps distance courses for all district partners, campuses, high school teachers, and students.

#### **4.2. Responsibilities of the District**

The District will:

- A. Implement one or more OnRamps courses.

The District must:

- a. Assign a point of contact at the district level who is responsible for overseeing the implementation of OnRamps high school course and participating in meetings designated for district administration with OnRamps staff.
- b. Follow OnRamps recommendations for effective implementation:
  - i. OnRamps courses do not replace Advanced Placement ("AP") curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate high school teachers. In the case of RHE 306 and RHE 309K, see subsection A.2.iii.1.
  - ii. Based on the rigor of the course for students and the substantial training required for high school teacher participation, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes or are as rigorous as AP courses and overseen by UT Austin Faculty.
  - iii. In the case of Reading and Writing the Rhetoric of American Identity, the Department of Rhetoric and Writing:
    - 1. Prohibits the OnRamps course from being offered as an AP English course.
    - 2. Requires a cap of 25 students per section with a limit of two (2) sections per teacher or 60 students in (3) or more sections

- B. Recruit, hire, and compensate a high school teacher with appropriate qualifications to teach the OnRamps course.

- a. Minimum requirements for new high school teachers include:
  - i. Bachelor's degree in the discipline or a related field;
  - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus);
  - iii. Completed annual teacher application;
  - iv. Successful completion of required tasks before the start of the summer institute. Tasks will be determined and shared by the faculty lead or course coordinator in advance of the summer institute. High School teachers who have been approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-institute tasks may not be eligible to attend the institute. If the Districts high school teacher(s) do not complete pre-institute tasks before the start of the required summer institute, the decision to admit or deny such admission and any accompanying conditions will be determined by the UT Austin faculty lead at his or her sole discretion; and
  - v. Successful completion of the summer professional learning institute. New OnRamps high school teachers are required to participate in the entire summer institute and complete all assigned work, both pre-institute and during institute. In the event of an emergency, of which OnRamps staff and the teacher's principal are notified, a teacher may make arrangements to make up as much as 20% of the summer professional learning institute and still be eligible to offer the OnRamps course. OnRamps high school teachers who miss more than 20% of the summer professional learning institute, regardless of their reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See Section D (4) below for additional information. Returning OnRamps high school teachers are expected to participate in all of the required summer institute dates.
  - vi. Attendance at and completion of all required monthly virtual conferences, academic year professional learning institutes, and professional development assignments.
  - vii. Attendance at the two one-day fall and spring professional learning institutes.
  - viii. Review routine communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- b. Minimum requirements for returning teachers include:
  - i. Successful implementation of OnRamps course during the previous academic year according to the requirements specified under subsection D below;
  - ii. Completion of required tasks before the start of the summer institute; and
  - iii. Attendance at and completion of all required monthly virtual conferences, academic year professional learning institutes and professional development assignments.
  - iv. Attendance at the two one-day fall and spring professional learning institutes.

- v. Review routine communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
  - c. Run criminal background checks and maintain current records of the high school teacher who is implementing OnRamps.
    - i. Notify OnRamps Associate Director of Strategic Partnerships and Outreach if there is any change in an OnRamps high school teacher's criminal background status.
- C. Ensure OnRamps high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to, the following:
  - a. Access to the OnRamps Student Information System (OSIS) and Canvas LMS. Participating schools will work with the OnRamps support team to ensure that the schools and students can fully access the OnRamps curriculum that is managed in the web-based OSIS and Canvas LMS;
  - b. Access to computer and Internet, as specified by UT Austin, to the students. (See Exhibit C for detailed technology requirements.) The District must ensure that students in the OnRamps distance course have daily, scheduled access to lectures and computers that meet the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the Internet to view materials and complete and submit assignments, quizzes, tests, and exams;
  - c. Graphing Calculators;
  - d. Audio/Visual projection and/or whiteboard;
  - e. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments; and
  - f. For Earth, Wind, and Fire: An Introduction to Geoscience only, please see Exhibit D for required laboratory equipment.
- D. Ensure that OnRamps high school teachers implement the program with fidelity, including the following:
  - a. Administer and facilitate OnRamps-required assignments and assessments without alteration;
  - b. Have students register for UT EID and enroll in OnRamps via the OSIS registration system; **No** student may enroll in an OnRamps course six weeks after the start of the district's school year, unless approved by OnRamps. OnRamps will consider a student registering after the six-week window if the student needs the course for high school credit only or there is sufficient opportunity for the student to still earn college credit, a request should be made in writing to the Associate Director of Enrollment.
  - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff;
  - d. Participate in professional learning, including the summer institute, one-day workshops, monthly video conference calls, Sibme virtual coaching, and on-going opportunities during each semester in which they deliver the OnRamps course. To facilitate teacher participation in the one-day workshops, the District agrees to pay the cost of substitute teachers for the days the teacher will be in attendance at the workshops; and
  - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding success

and challenges of implementation, responding in a timely manner to requests for information, including and especially turning in any requested documentation to evaluate student progress or success by specified deadlines.

E. Ensure students enrolled in an OnRamps program meet the following minimum academic requirements:

a. Completion of the necessary prerequisite coursework, as follows:

- i. Project Engage: Thriving in Our Digital World:
  1. Credit for Algebra I; and
  2. Recommendation of a Computer Science teacher.
  3. Preferred: Credit or concurrent enrollment in Algebra II.
- ii. Research and Writing and Rhetoric of American Identity:
  1. Credit for English I;
  2. Credit for English II; and
  3. Recommendation of an English teacher
- iii. Discovery PreCalculus: A Creative and Connected Approach:
  1. Credit for Algebra I;
  2. Credit for Algebra II;
  3. Credit for Geometry; and
  4. Recommendation of a Math teacher.
- iv. Statistics:
  1. Credit for Algebra I; and
  2. Recommendation of a Math teacher.
  3. Preferred: Credit for Algebra II
  4. Preferred: Credit for Geometry
- v. Earth, Wind, and Fire: An Introduction to Geoscience:
  1. Credit for Biology and Chemistry, or IPC and Chemistry; and
  2. Recommendation of a Science teacher.
- vi. Physics: Mechanics, Heat, and Sound
  1. Credit for Algebra I;
  2. Credit for Geometry;
  3. Credit for Algebra 2; and
  4. Recommendation of a Science teacher.
  5. Recommended: Credit for Trigonometry or PreCalculus.
- vii. Electromagnetism, Optics and Nuclear Physics
  1. TEKS-based Physics course;
  2. Credit for Algebra II;
  3. Credit for Geometry; and
  4. Recommendation of a Science teacher.
- viii. United States History
  1. English II (can be concurrently enrolled); and
  2. Recommendation of an English teacher.
- ix. College Chemistry
  1. Credit for High School Chemistry
- x. Arts and Entertainment Technology
  1. Recommended: Credit for Introductory Technology
  2. Recommended: Credit for Fine Arts
- xi. College Algebra
  1. Credit for Algebra I; and
  2. Credit for Geometry

- b. Only students who have demonstrated their ability to successfully complete college-level work may attempt the UT Austin distance course. Eligibility for the distance education course is determined by successful completion of a series of required assignments that are designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn a passing grade, D- or above, an average of all required assignments, or have met TSI eligibility as defined by The University of Texas at Austin to be eligible for the opportunity to be dual enrolled in a UT Austin distance course. A student who does not meet this eligibility requirement, for certain courses deemed by UT Austin Faculty, may appeal in writing to OnRamps, based on a specified criteria by the Instructor of Record to be eligible for dual enrollment. OnRamps provides specific instructions for students who wish to appeal depending on their course. Discovery Pre-Calculus does not provide an appeal process.

F. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.

- a. Cost of Materials and Services:
  - i. For Districts joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding the summer institute and academic year workshops, outlined in this Agreement to the District, will be defined on a per-student basis. Program costs will be evaluated and adjusted annually. The District annual program fees for each student enrolled in an OnRamps course for the 2018-2019 academic year will be \$295 per student, per course.

Reimbursement Option: Districts will be reimbursed in line with the 85<sup>th</sup> legislature appropriation (HB 1, Article III, 59). During the 2018-2019 school year the fee of \$295 per student enrolled in an OnRamps course will be fully reimbursable.

Under the Reimbursement Option, Districts will be sent an invoice that itemizes the annual OnRamps program fee for each student enrolled. The invoice will highlight a program credit for the fees reimbursable. There will be no exchange of money between UT Austin and the District. Texas Education Agency will directly reimburse UT Austin for the full or partial annual per student cost in line with the 85<sup>th</sup> legislature appropriation (HB 1, Article III, 59).

- b. Timing of payment: The OnRamps annual fee is assessed after the six week allotted drop window for the course.
  - i. Within the first six weeks of the course implementation students may decide to drop out of the OnRamps program. This means that the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report at the end of the first six weeks and invoice the District based on enrollment at that time. Refunds will not be given at the end of the fall semester if a student is not eligible for the opportunity to earn college credit in the spring semester. The program fee covers

access to course materials and technology tools, and credit eligibility evaluation, which occur during the fall semester. Additionally, the student who is not eligible for the opportunity to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, the University will continue to deliver the course materials and technology tools.

**c. Cost of Professional Learning**

- i. The cost of the OnRamps summer institute and academic year workshops to the District will be defined on a per-teacher basis. Professional development costs are evaluated and adjusted annually. The District annual professional learning fees for each participating teacher for the 2018-2019 academic year will be reimbursed in line with the 85<sup>th</sup> legislature appropriation (HB 1, Article III, 59). During the 2018-2019 school year, the District will be reimbursed for fees per teacher as follows:
  1. \$1750 for new teachers; and
  2. \$750 for returning teachers.
- ii. Districts will be sent an invoice that itemizes the annual professional learning fees for each participating teacher. The invoice will highlight a program credit for those fees. There will be no exchange of money between UT Austin and the District. Texas Education Agency will directly reimburse UT Austin for annual professional learning fees in compliance with the 85<sup>th</sup> legislature appropriation (HB 1, Article III, 59).
- iii. The District is responsible for paying for and/or reimbursing all transportation and lodging expenses, to and from Austin for all days of required professional learning institutes held at the University and substitute pay.
- iv. OnRamps strongly recommends the District provide a daily stipend to teachers participating in required professional learning institute days on campus at the University.

**5. Educational Records and Data Sharing,**

- A. The District and OnRamps create, maintain, and manage educational records for students and teachers. In order to effectively implement and administer the program and service for the District and the University, OnRamps at The University of Texas at Austin is required to manage and maintain all educational records created as a result of the OnRamps program according to Federal Rights and Privacy Act as well as University Policy defined in Chapter 9 of the General Catalog of the University, subchapter 9-100 through 9-400.
- B. In order to provide the OnRamps program and related services to the District and for the District's accountability reporting purposes, OnRamps requires specific student information from the District. All such records are provided the same security as those outlined in 5.i. and will never be sold or shared with external sources. Please refer to the Data Sharing agreement (DSA) for terms and agreement of the exchange of data.

- i. The goal of the DSA is to establish the use, scope, and content of data that OnRamps and the District need to support the program.
- C. Following UT Austin's institutional review board standards and policy, UT Austin's OnRamps program may obtain and maintain additional data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvement.
- D. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and District contacts pertaining to: 1) students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention to support student success and; 3) whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) addressing academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If the District obtains access to University records or record systems protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), the District agrees to strictly adhere to the provisions of FERPA and its implementing regulations designated in Section 6 hereof.

#### **6. Confidentiality Provision**

Both parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps Initiative will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

#### **7. Agreement to Hold Harmless**

To the extent authorized by the Constitution and laws of the State of Texas, each party will save and hold harmless the other party and its officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by the other party; for wages and fringe benefits of the other party's employees; and for injury or death of any person or damage to property that results directly or indirectly from the negligent acts or omissions of the other party or its officers, agents, employees or students in the performance of this Agreement.

## **8. Term of the Agreement**

This Agreement is effective as of the date fully executed by both parties (Effective Date), and it covers a period of one (1) academic year, beginning July 1, 2018, and ending June 30, 2019. All parties must sign this Agreement. This Agreement may be renewed, contingent upon resources being available to the OnRamps Program, by entering into a written agreement which assigned by both parties. The District agrees that all amounts owed to the University pursuant to Section 4.2F will be paid upon notice of termination.

## **9. Ownership of Intellectual Property**

The University and the OnRamps program shall own all Intellectual Property Rights in or relating to OnRamps. Intellectual Property Rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

## **10. Independent Contractor**

For all purposes, including but not limited to the federal, state and local laws, rules and regulations, each party hereto, including its employees, shall be at all times an independent contractor relative to the other party. Nothing in this agreement shall be construed to make or render either way, including any of its officers, agents or employees, an agent, servant or employee of, or a joint venture of or with the other.

## **11. Breach of Contract Claims**

To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used to attempt to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business. The parties specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action, or inaction of any representative of University relating to this Agreement, constitutes, or is intended to constitute, a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

## **12. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

The University may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the District and will refund to the District any portion of the annual contribution that has not been expended towards fulfillment of the purposes of the Agreement

## **13. Venue; Governing Law**

Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto, and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with, and governed by, and enforced under the laws of the State of Texas.

## **14. Indemnification**

To the extent provided by the Constitution and the laws of the State of Texas, the District will indemnify and hold harmless the University and its officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by the District; for wages and fringe benefits of the District's students and employees; and for injury or death of any person or damage to property that results directly or indirectly from the negligent or intentional acts or omissions of the District or its officers, agents, or employees in the performance of this Agreement.

The representative of the District, in signing this Agreement, warrants that he or she signs as a properly authorized representative of the District and does not assume any personal liability for meeting the terms of this Agreement.

AGREED and ACCEPTED this 16 day of May, 2018.

Burnham Wood Charter School District

The University of Texas at Austin

By: Joe E. Gonzales  
Name: DR. JOE E. Gonzales  
Title: Superintendent  
Date: 5-16-18

DocuSigned by:  
By: Linda Shaunessy  
Name: Linda Shaunessy  
Title: Business Contracts Administrator  
Date: 2018-05-19 | 09:59:50 PDT

**OnRamps Courses**

<b>OnRamps Course Title</b>	<b>UT Course Number</b>	<b>Core code</b>
Reading and Writing the Rhetoric of American Identity	RHE 309K	*
Introduction to Rhetoric: Reading, and Research	RHE 306K	010
Discovery Pre-Calculus	Math 305G	020
Statistics	SDS 302	020
Thriving in Our Digital World	CS 302	093
Earth, Wind, and Fire: Introduction to Geoscience	GEO 302E	030
Mechanics, Heat, and Sound	PHY 302K	030
Electricity and Magnetism	PHY 302L	030
US History 1492-1865	HIS 315K	060
US History Since 1865	HIS 315L	060
College Chemistry	CH 301	030
Arts and Entertainment Technology	AET 304	050
College Algebra*	M 301	*

\*This course is not listed as part of the core curriculum at UT Austin but may apply to the students' core curriculum requirement for writing at UT Austin (010). UT Austin has determined TCCN is 1302 and applies to the (010) requirements at most public institutions in the state of Texas, M301.

With the exception of Rhetoric 309K and Math 301, all OnRamps courses are part of the Texas Core Curriculum at UT Austin and are guaranteed to transfer to any state public higher education institution in Texas. Rhetoric 309K has been designated by UT Austin with a TCCN equivalency of 1302 and College Algebra M301 has been designated by UT Austin with TCCN equivalency of 1314, which applies toward the core curriculum at most public institutions in Texas, including UT Austin. The OnRamps' courses are:

- 1) Project Engage: Thriving in Our Digital World (Computer Science), UT Austin course equivalent: CS 302 Computer Fluency;
- 2) Research and Writing (ELA), Texas Common Course Number (TCCN): English 1301, UT Austin course equivalent: Research and Writing 306K;

- 3) Reading and Writing the Rhetoric of American Identity (ELA), Texas Common Course Number (TCCN): English 1302, UT Austin course equivalent: Rhetoric 309K Topics in Writing;
- 4) Discovery PreCalculus: A Creative and Connected Approach (PreCalculus), TCCN: Mathematics 2312, UT Austin course equivalent: M 305G Preparation for Calculus;
- 5) Statistics, UT Austin course equivalent: SDS 302 Data Analysis for the Health Sciences;
- 6) Earth, Wind, and Fire: An Introduction to Geoscience, (GEO) UT Austin course equivalent: GEO 302E, Earth, Wind, and Fire; and
- 7) Physics: Mechanics, Heat, and Sound (PHYS), Texas Common Course Number (TCCN): PHYS 1301, UT Austin course equivalent: Physics 302K General Physics.
- 8) Physics: Electromagnetism, Optics, and Nuclear Physics (PHYS), Texas Common Course Number (TCCN): PHYS 1302, UT Austin course equivalent: Physics 302L; and
- 9) United States History 1492-1865 (HIS) Texas Common Course Number (TCCN): HIS 1301, UT Austin course equivalent: History 315K;
- 10) United States History Since 1865 (HIS) Texas Common Course Number (TCCN): HIS 1302, UT Austin course equivalent: History 315L;
- 11) Foundations of Arts and Entertainment Technologies (AET), UT Austin course equivalent: AET 304;
- 12) Principles of Chemistry I (CHM), UT Austin course equivalent: CH 301 and CH 104M; and
- 13) College Algebra TCCN: Mathematics 1314, UT Austin course equivalent: M301.

## **Exhibit A**

### **Onramps Technical Requirements**

#### **Hardware**

Students must have one-to-one access to an internet-connected computer or tablet\* during out-of-class time in order to complete assignments. This access can be on campus, such as a lab or in the library, or off campus. OnRamps will provide a checklist to ensure compatibility.

\*The OnRamps Statistics course requires use of a web browser on a desktop or laptop operating system to access R-Studio (free statistical analysis software). See below for a list of compatible browsers. R-Studio is incompatible with tablet and phone device browsers.

\*The OnRamps Computer Science course, Project Engage: Thriving in Our Digital World, requires use of Scratch and Processing (free programming environments), which also requires desktop or laptop operating systems. It is incompatible with tablet and phone device browsers.

\*The OnRamps ELA course, Rhetoric: Research and Writing and Rhetoric of American Identity, requires use of word to generate college essays. Therefore, students having access to a desktop, laptop, or keyboard is ideal.

Since the courses contain audio/video components, devices should have audio capabilities or the option to be connected to speakers or headphones.

#### **Browsers**

One of the following browsers is required to access the Canvas learning management system and tools associated with the OnRamps courses.

- 1) Internet Explorer 10 or 11
- 2) Chrome 36 or 37
- 3) Safari 6 or 7
- 4) Firefox 31 or 32 (Extended Releases are not supported)
- 5) Flash 14 and 15 (for recording or viewing audio/video and uploading files)
- 6) Respondus Lockdown Browser (supporting the latest system requirements)

\*See above for exceptions regarding mobile versus desktop browsers.

## **Software and Email Addresses**

OnRamps courses are built in the learning management system ("LMS") Canvas LMS. Canvas LMS must be used as the LMS for this course. All course resources, materials, and tools are housed in the Canvas LMS, including the grade book.

Students must have an email address to register for an account in Canvas LMS. Students should use their formal school email address to register in Canvas LMS. Personal email accounts should only be used if the school/district does not provide students with email addresses.

## **Plugins**

- 1) Flash Player 10, 11, or 12 is required for audio/video recording and file uploading within Canvas LMS.
- 2) The Java plugin is required to use the screen sharing functionality within Canvas LMS Conferences.

## **Internet Access**

A high-speed Internet connection is required. School networks must be configured to allow access to the following domains:

- utexas.edu
- instructure.com
- youtube.com (teacher access required)
- vimeo.com (student and teacher access required)
- amazonaws.com
- [www.learningcatalytics.com](http://www.learningcatalytics.com)

## **Onramps Course-Specific Technical Requirements**

### **Project Engage: Thriving in Our Digital World**

Requires access to:

Scratch.mat.edu –operates in the browser

Processing.org –needs to be downloaded and installed

### **Reading and Writing the Rhetoric of American Identity**

Require one-on-one access each class period. Prefer laptop or PC over tablets.

### **Discovery PreCalculus: A Creative and Connected Approach**

Quest Homework Service (free) is available through Canvas.

### **Statistics**

RStudio (free statistical software) is available through Canvas LMS but is **incompatible** with tablets.

### **Earth, Wind, and Fire: An Introduction to Geoscience**

No requirements in addition to the general requirements.

### **Physics**

Flash for PHET simulations is preferred.

## Certificate Of Completion

Envelope Id: 979044C791F34EF98009C335402664A9  
 Subject: Please DocuSign this document: cn 44875.pdf  
 Source Envelope:  
 Document Pages: 21  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Jody Knight  
 1 University Station  
 Austin, TX 78712  
 jlk3545@eid.utexas.edu  
 IP Address: 146.6.114.12

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## Timestamp

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Business contracts portal  
 vpcfo.contracts@austin.utexas.edu  
 Business Contracts  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/19/2018 9:59:52 AM  
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 ID: 2849c244-c67b-4990-a69f-9fd625fcbe45

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	5/19/2018 9:59:52 AM
Certified Delivered	Security Checked	5/19/2018 9:59:52 AM
Signing Complete	Security Checked	5/19/2018 9:59:52 AM
Completed	Security Checked	5/19/2018 9:59:52 AM

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## Status

## Timestamps

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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### **Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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