

**The University of Texas of the Permian Basin
Memorandum of Understanding
Academic Dual Credit
Fall 2018–Summer 2019**

This Memorandum of Understanding (“MOU”) is into by and between The University of Texas of the Permian Basin (“UTPB”) and Burnham Wood Charter School District, (“District”), pursuant to section 29.908 of the Texas Education Code.

1. Recitals

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

2. Method of Delivery/Location of Class

UTPB offers one method of delivery electronic via online Learning Management System.

- A. An electronic course is defined as a course in which instruction and content are primarily over the Internet; a student and teacher are in different locations for a majority of the student's instructional period; most instructional activities take place in an online environment; the online instructional activities are integral to the academic program; extensive communication between a student and a teacher and among students is emphasized; and a student is not required to be located on the physical premises of a school district or open-enrollment charter school.

3. Fees

- A. District shall pay \$100 per semester credit hour. Each school district is liable for making complete payment for all students before the 12th class day. Each district and or dual credit student will adhere to enrollment cancellation processes that are set in place by the university.
- B. UTPB will issue an invoice to District listing all enrollments in all subject areas. District will have up 15 business days to appeal any registrations for that semester, to the Office of Accounting. District must remit payment within 30 days of receipt of invoice. Failure to pay may result in District's inability to enroll students in future courses.
- C. When District enrolls in courses via the Texas Virtual Schools Network (TXVSN), it will follow UTPB enrollment procedures, including:
 - a. applying to and enrolling students in UTPB;
 - b. adhering to UTPB's enrollment and drop schedule; and

- c. entering into a written agreement approved by the governing boards or designated authorities of District and UTPB.

District is responsible for 100% of the course cost for each student that completes coursework. District is responsible for 70% of the course cost for each student who withdraws from a course after expiration of the designated drop period.

TXVSN Central Operations will issue an invoice to District at the end of each semester based on the conditions noted above; TXVSN will remit payment to UTPB at the end of each semester.

4. Instructional Calendar

UTPB and District will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties.

5. Quality Control

UTPB will monitor student academic performance and quality of instruction to assure compliance with the Texas Administrative Code Title 19, Part 1, Chapter 4.

6. Student Eligibility Requirements

Beginning in the 9th grade, Texas public school students may enroll in dual credit courses for up to 15 hours per semester. Texas Administrative Code §4.85(b) identifies requirements that must be met by students who enroll in a college course for concurrent enrollment college credit. Additionally:

1. Students must be in the top half of their graduating class. Students in schools with fewer than 100 students or in schools that do not rank students will be reviewed individually.
2. Students must comply with the Texas Success Initiative as follows:
 - For non-math courses, students must meet one of the following two sets of criteria:
 - a. with a TSIA placement score of 340 or higher, a Texas Success Initiative Assessment (TSIA) reading score of 351 or higher, and a TSIA essay score of 4 or higher; or
 - b. with a TSIA placement score of less than 340, an Adult Basic Education Diagnostic level of at least 4, and a TSIA essay score of 5 or higher.
 - For math courses, students must have a TSIA math score of 350 or higher.
3. Alternatively, students may qualify under one of the following standardized exemptions from TSI requirements:
 - Exemption from TSIA reading and writing:

○ ACT of 23 with a minimum ACT English score of 19; or ○ Minimum score 480 on the SAT Evidenced-Based Reading and Writing test or ○ Minimum score of Level 2 with a 4000 on the STAAR English II End-of-

Course test

- Exemption from TSIA math:

○ ACT of 23 with a minimum ACT math score of 19; or ○ SAT math score of 530; or ○ Minimum score of Level 2 with a 4000 on the STAAR Algebra II End-of-Course test

7. Instructional Material

Courses offered for dual credit will be identified in the course schedule as college-level courses. Instruction and materials for dual credit courses will be equivalent or identical to courses taught to traditional university students. When possible, UTPB will: (i) utilize open resource textbooks for all dual credit courses, and (ii) utilize the same textbook for multiple years. District shall be responsible for providing all academic textbooks to students.

8. Academic Policies and Student Support Services

- A. UTPB's policies and procedures for handling student academic and non-academic complaints are applicable to all students including those enrolled in distance education programs and courses. Students with complaints about distance education delivered by UT Permian Basin should follow the process described at <http://www.utpb.edu/campus-life/dean-of-students/student-grievances>. Students who wish to file a written complaint are encouraged to submit their complaint using the University Complaint Resolution Portal located at <http://www.utpb.edu/services/business-affairs/complaint-resolution>. If an issue cannot be resolved internally/locally, students may file a complaint about UT Permian Basin with their state of residence or the University's accrediting organization. Information on both is available at <http://www.utcoursesonline.org/complaints.html>
- B. UTPB shall provide dual credit enrolled student's access to the instructional and digital resources available on the campus of UTPB and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled. These services include document delivery, electronic access to reference services, reserves, interlibrary loan, and a web page that includes ready links to services, contacts, and self-help modules. The library will regularly evaluate the effectiveness of resources provided to distance education students and will demonstrate that services are improved where

appropriate. Instructors will provide distance education students information about library services.

- C. Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded college students on the main campus. The college is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Currently, support services available to the online students from UTPB include:
- Electronic resources, online reference services, and other services of the J. Conrad Dunagan Library;
 - Smarthinking Online Tutoring;
 - Math & Science Center study assistance and tutorials;
 - Writing Center assistance and tutorials with writing assignments;
 - Testing Services & Academic Accommodations for ADA issues, testing services, and study skill development;
 - Supplemental Instruction in selected courses;
 - Academic Advising and My Edu;
 - Career Services; and
 - Technical Support for Canvas users
- D. Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses, in accordance with TAC Chapter 4. These policies shall include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and when the syllabus must be distributed, etc.
- E. Courses offered for dual credit by public universities must be in the approved undergraduate course inventory of the university and/or the Academic Course Guide Manual (ACGM).
- F. Dual credit students must abide by the UTPB Student Code of Conduct outlined in the current Handbook of Operating Procedures.

9. Student Identification

Dual credit enrolled students will be issued a UTPB identification card for access to the library/LRC and other resources on the UTPB campus. UTPB online students are eligible to receive a UTPB Student Identification Card and students who wish to obtain a UTPB

Identification Card shall send an email to the UT System Police at StudentID@utpb.edu, included information should be:

*Full name, address, and student ID number

*A scanned image attachment of another photo-bearing official government ID (driver's license, passport, etc.) for verification in digital (JPEG) format.

*A scanned image attachment of a passport-quality photo (headshot with a plain background) in digital (JPEG) format.

District shall pay a fee of \$10.00 for the ID and will receive student their IDs in a prompt and timely manner. Dual credit students may use their student ID to obtain the same privileges that traditional students hold.

10. UTPB Student Authentication Process

UTPB registers students for online courses using a student information system and manages access through a centralized authentication system. The learning management system in which all online courses are hosted authenticates student user accounts and passwords to the UTPB centralized authentication system. To obtain access to online courses in the learning management system, students must establish their identity through a secure login and password. At least one additional student identification technique will be required within each course. This technique is determined and approved by the Provost/ Academic VP.

The District principal shall notify UTPB in the event a high school does not use photo IDs. UTPB will determine an alternative means of authentication. One additional method of student authentication using an approved photo ID must be clearly stated on the course syllabus minus webcams and may include the following:

- Proctored exams using an approved photo ID.
- Presentation of approved photo ID through a web cam and optional levels of proctoring during assessment.
- Field or clinical experiences using an approved photo ID.
- Synchronous or asynchronous video activities using an approved photo ID.
- Other technologies or procedures specified by faculty in their course syllabus.
- Public school designee/ facilitators can proctor an exam identifying themselves to the instructor for testing environment criteria.
- UTPB emails are a secondary form of authentication.

12. Award of Credit and Transcripts

- A. UTPB will award academic credit for courses that are listed in the core curriculum. These courses shall have been evaluated and in accordance with Texas Higher Education Coordinating Board and Texas Education Agency. They shall be at a more advanced and rigorous level than courses taught at the high school level.
- B. For all its programs including those delivered through distance education, UTPB will identify expected student learning outcomes, assess the extent to which a course achieves these outcomes, and provide evidence of improvement based on analysis of the results. Additional items to be evaluated shall include but are not limited to: the effectiveness and efficiency of delivery systems, academic resources, student services, and access to faculty. Finally, students will evaluate courses delivered via distance education using the course evaluation procedures in effect for campus-based courses.

13. Transcribing of Credit and Student Withdrawal

A college grade shall be transcribed upon completion of the semester for the courses in which the student officially enrolled and will adhere to the current grading policy.

The school district agrees to evaluate the objectives to be achieved by students completing the UTPB dual credit courses and to transcribe the credit on the student's high school transcript accordingly.

Students may request transcripts at www.getmytranscript.com. The fee is \$7.00.

14. Grading Periods and Policies

The university has adopted a policy using UTPB resources division user account registration. The account holder will have credentials and understand that all users of UTPB Information Resources are subject to having all such uses monitored and/or recorded by system personnel, and that anyone using UTPB Information Resources expressly consent to such monitoring and that the results of such monitoring may be provided to law enforcement personnel. Individuals will be able to follow the academic calendar for the grading periods and policies adopted by UTPB and Sample ISD. Use of UTPB email as primary email in distance education courses further protects student personal emails independent of their coursework and ensures the student enrolled in the online courses is using the email account assigned to that student by UTPB. University email will serve as second authentication method in spring 2018.

15. Instructional Calendar

UTPB and the school district will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties.

16. Privacy

The Family Educational Rights Privacy Act (FERPA) guidelines will be followed for all students regardless of instructional environment. Submission of student work online creates an academic record that is subject to FERPA. Online posting of grades must not be viewable to other members of the online class. Exemplary works may be posted with individual student permission. Instructors must not compel online students to reveal private information to classmates. Private information includes full name, physical address, birth date, birth place, social security number, gender, race, color, marital status, religion, citizenship, immigration status, physical image, information about family, or information a student considers too sensitive to share.

17. Transportation

UTPB assumes no obligation/responsibility for transportation of students to and from the UTPB campus.

18. Term

The term of this agreement is August 1, 2018 through and including July 30, 2019.

19. Amendment

Any change to the terms of this MOU must be presented in written form and agreed upon by both UTPB and the school district at least 30 days before any term or provision may be changed.



The University of Texas of the Permian Basin 4901
E. University Blvd.
Odessa, Texas 79761

By:

A handwritten signature in blue ink, appearing to be "SW", written over a horizontal line.

Date:

A handwritten date "2-17-19" in blue ink, written over a horizontal line.

Dr. Sandra Woodley
President, UTPB

Burnham Wood Charter School District

By:

A handwritten signature in black ink, appearing to be "Joe E. Gonzales", written over a horizontal line.

Date:

A handwritten date "10-12-18" in black ink, written over a horizontal line.

Dr. Joe Gonzales
Superintendent, Burnham Wood CSD