

**2019-2020
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: Burnham Wood Charter School District
Delia longoria
785 Southwestern Dr.
El Paso, TX 79912

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

With a Copy to: Office of Strategy and Policy
Texas OnRamps
2616 Wichita Street
Austin, TX 78705
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 ("District" enter into this agreement to implement OnRamps to offer distance college courses through a dual-enrollment model 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 ("UT Austin") 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 4.2.K. The 86th 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.

In addition, Districts must pay the costs of lodging, transportation, and teacher substitute costs (fall and spring) during professional learning institutes ("PLIs").

4. Program Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared between the District and UT Austin. A District entering into a contractual agreement for the delivery of distance college courses 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 the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in 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:

Attn: Sandra Vasquez
The University of Texas at Austin, Office of Strategy and
Policy
2616 Wichita Street, STOP A7300
Austin, Texas 78712

4.1. Responsibilities of UT Austin

Enrollment

- A. OnRamps will register high school students for OnRamps courses through the OnRamps Student Information System ("OnRamps Portal"). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university Electronic Identification ("UT EID") via the university web site. Once a UT EID has been acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s). If student is responsible for payment, then payment will occur during this process. Information received and stored by OnRamps regarding students enrolled at either Texas Tech University or UT 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 maintains OnRamps student educational records, including registration, enrollment, orientation, 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

- C. 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 college courses, ensuring rigor and quality. UT Austin faculty are provided 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.

- D. 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. Provide opportunity for students to take responsibility for their own learning;
 - e. Prominently feature the four pillars of OnRamps: College Content, Innovative Pedagogy, Technology Enhanced Education, and Educator Excellence; and
 - f. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas Learning Management System ("Canvas LMS"), to every OnRamps student, teacher, and UT Austin Faculty member to meet course expectations.
- E. 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.
 - 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.
- F. Administer OnRamps distance college courses via a dual-enrollment model. 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 for *yearlong* courses: 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- or above) 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 Instructor of Records.
 - b. UT Austin distance college 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 College Instructor of Records to determine successful completion of the distance college 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 distance 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 college courses to campus-based courses and are approved by university Department Chairs and supported by Deans.
- G. All OnRamps distance college 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 with the exception of Math 301. M301 has been designated by UT Austin with a TCCN equivalency of 1302, which applies toward the core curriculum at most public institutions in Texas. All OnRamps courses are part of the University Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any public higher education institution in Texas. A student who is eligible for, successfully completes, and accepts college credit for the distance college 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 2019). Students may NOT request transcripts via the university's online transcript request system. Rather, students must request transcripts via mail, fax, or e-mail. 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 and transferability.
- H. Support documentation of distance college course credit. OnRamps will assist students with securing documentation of their participation in OnRamps, including official transcripts and enrollment confirmation letters for students who enroll in the distance college course and earn/accept college credit, and non-enrollment confirmation letters for students who do not enroll in the distance college course or decline college credit.
- I. 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 **new teacher track** at least once, in its entirety, before teaching an OnRamps course for the first time. 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 continuing professional education hours (Approximately, 80 hours for new teachers and approximately 50 hours for returning teachers over the course of the full academic year).
- b. Academic year professional learning institutes: One-day professional learning institutes for participating, both new and returning District teachers, 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.
- J. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by the UT Austin Faculty 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.
- K. Deliver Partnership Symposium, Summit and Regional Consortiums to participating District and campus administration (Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.)
- a. The goal of the Symposium, Summit and Regional Consortiums is to inform, collaborate, and advise on key elements that can prepare students for the transition to postsecondary. They provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver dual enrollment 101 workshops for counselors of partnering school districts to provide training that will include the following: dual enrollment program overview in detail, resources to share with students, families and campuses and the levels of program support that OnRamps provides. Trainings will be regionally and will be available to all current OnRamps district partners.
 - c. Deliver presentation in-person or online to district and campus staff regarding program overview, implementation and strategies for success.
 - d. Deliver parent presentations in-person or online to school community regarding OnRamps overview, implementation, and how to motivate and support your student.
 - e. Provide a link for district partners to schedule presentations and request in-person or online presentations.

- f. OnRamps Presentations request must be made at least one week in advance. Please note, requests are not guaranteed and will be scheduled based upon the availability of the OnRamps Outreach team.
 - g. Each NEW district partner is allotted two OnRamps Presentations per campus in an academic year. Returning and existing partners are allotted one OnRamps Presentation per campus in an academic year.
- L. The Course Staff will:
- a. Conduct or co-conduct the summer and one-day PLIs;
 - 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 to support their course 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 Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin Faculty and UT Austin Instructors 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

- M. 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 campus and district administration of any serious concerns regarding the District or campus implementation of the OnRamps course pertaining to quality and fidelity. If the campus or District implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future or 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 an opportunity to bring implementation of the course into alignment with expectations set out by the University, and will provide coaching and support through the Course Coordinator, OnRamps PLIs, virtual coaching, and ongoing

- communication with the high school teacher. 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 high school teacher, and the District will work with UT Austin to continue the course through an alternate high school 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, who oversees the OnRamps program, must inform their OnRamps Point of Contact within 24 business hours.
- N. Appoint OnRamps high school teachers as UT Austin Affiliates. As a Texas OnRamps Affiliate, high school teachers receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a university email address, purchase gym passes, and other benefits.
- a. OnRamps high school teachers deemed not compatible with 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.
- O. 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

- P. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- Q. 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.
- R. Provide information in the OnRamps Portal or through e-mail notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
- S. Provide access to teleconference functions in Canvas LMS with consultants for writing consultation with their distance college course writing assignments.

- T. Protect students' education records in accordance with FERPA policies (See Section a). Provide a Student Orientation module in Canvas for all OnRamps courses that details program enrollment, student integrity, FERPA, and student rights. In addition, provide information regarding student success and student growth-mindset.
- U. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- V. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for all district partners, campuses, high school teachers, and students.

Student Removal to Alternative Campus

- W. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the district main point of contact, campus principal and/or the high school instructor of the campus will need to notify the OnRamps Course Coordinator immediately. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which they are enrolled. If the alternative placement is longer than 7 school days, then the following will need to be done:
 - a. The administrator, OnRamps high school instructor and OnRamps Course Coordinator will work together to determine if the student has the opportunity to continue the course at the alternative campus. If it is determined that the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - b. If the student needs to be dropped from the course then the following: If the student is enrolled in a year-long, OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system and a schedule change will need to be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, should the student have returned to the home campus in time of registration and the beginning of spring instruction.
- X. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness or accidental circumstance, the district main point of contact, campus principal and/or the high school instructor of the campus will need to notify the OnRamps Course Coordinator immediately. Information needs to include the length of time the student is expected to be gone, and if the student will continue in the OnRamps course in which they are enrolled.

4.2. Responsibilities of the District

- A. Implement one or more OnRamps courses.
 - 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.

- i) The main point of contact will be responsible for providing up to date contact information for district and campus administration. In the event that there is a change in administration at the district or campus level, the district main point of contact will be responsible for communicating those changes to their OnRamps Outreach Coordinator.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer, that will be held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i) Districts and/or campuses that request an OnRamps presentation will be responsible for organizing the event that will include reserving appropriate meeting spaces, creating an agenda and providing the technology necessary for the presentation format (screen, projector, microphone, etc.)
 - c. 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.c.iii.1 below.
 - ii) Based on the rigor of the course for students and overseen by UT Austin Faculty, 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.
 - iii) In the case of Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
 - (1) Prohibits the OnRamps course from being offered as an AP English course; and
 - (2) Requires a cap of 25 students per section with a limit of two (2) sections per teacher or 60 students in three (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 high school teachers to teach an OnRamps course 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 OnRamps teacher application;
 - iv) Successful completion of required tasks before the start of the summer institute. Including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff 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 District's high

school teacher(s) does(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;

- v) Successful completion of the summer PLI. New OnRamps high school teachers must participate in the entire summer PLI and complete all assigned work, both pre-institute and during the 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 PLI and still be eligible to offer the OnRamps course. OnRamps high school teachers who miss more than 20% of the summer PLI, 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 below for additional information. Returning OnRamps high school teachers must participate in all of the required summer PLI dates.
 - vi) Attendance at and completion of all required monthly virtual conferences, academic year PLIs, and professional development assignments.
 - vii) Attendance at the two one-day fall and spring professional learning institutes.
 - viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
- 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 G 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 communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- C. Ensure OnRamps high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- D. Provide access to the OnRamps Portal and Canvas LMS. Participating campuses will work with the OnRamps support team to ensure that the campuses and students can fully access the OnRamps Portal and Canvas LMS;

- E. Provide access to computer and Internet, as specified by UT Austin. The district will be required to adhere to requirements outlined in the forthcoming OnRamps Technology Manual;
- F. Ensure that students in the OnRamps distance college course have daily, scheduled access to 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, including the following technology for specific course implementation:
 - a. Graphing calculators;
 - b. Audio/visual projection and/or whiteboard;
 - c. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments;
 - d. For Earth, Wind, and Fire: An Introduction to Geoscience, Physics and Chemistry, required lab materials; and
 - e. For Chemistry, the course must be offered in a lab setting that meets the TEA standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- G. 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 create a UT EID and register for OnRamps via the OnRamps Portal; **No** student may enroll in an OnRamps course six weeks after the start of the district's school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible for the opportunity to earn college credit, the student will be enrolled in the course for high school credit only;
 - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff; and
 - 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 attend the workshops; and
 - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a

timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.

- f. Notify course staff of high school teacher absences that exceed three consecutive class days.

H. Recruit and approve students to participate in the OnRamps courses.

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

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	-	Credit in Introductory Computer Science or Fine Arts
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	Credit in Algebra I	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices (Lab)	CH 104N	Credit in Chemistry	
College Chemistry: Principles of Chemistry II	CH 302	Credit in Chemistry	
Thriving in Our Digital World	CS 302	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	Credit or concurrent enrollment in English II	-
United States Since 1865	HIS 315L	Credit or concurrent enrollment in English II	-
College Algebra	M 301	Credit for Algebra I & Geometry	-

Discovery Precalculus: A Creative and Connected Approach	M 305G	Credit in Algebra I, Algebra II, & Geometry	–
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	Credit in TEKS-based Physics course, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, or PHYS 1301, Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	Credit in English I & English II	–
Reading and Writing and Rhetoric of American Identity	RHE 309K	Credit in English I & English II	–
Statistics	SDS 302	Credit in Algebra I	Credit in Algebra II & Geometry

- J. Ensure students will complete the OnRamps registration process within the first two weeks of school. The student and the student's parent or guardian shall acknowledge and consent that the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated their ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college 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 an average passing grade of D- or above on all required college 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 college course.
- K. 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, per-course basis. Program costs will be evaluated and adjusted annually. The District annual program fees

for each student enrolled in an OnRamps course for the 2019-2020 academic year are \$149 or \$99 for students identified free and reduced lunch, per student and per course.

Districts are paying a subsidized rate in line with the 86th legislature appropriation (HB 1, Article III, 59). During the 2019-2020 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by the appropriation.

OnRamps will send an invoice to the District that itemizes the annual OnRamps program fee for each student enrolled. The invoice will highlight a program credit for the fees reimbursed by the appropriation. There will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost in line with the 86th legislature appropriation (HB 1, Article III, 59).

- b. Timing of payment: The OnRamps annual fee is assessed after the four-week allotted drop window for the course.
 - i) Within the first four weeks of the course implementation students may decide to drop out of the OnRamps program. This means 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 four (4) weeks and invoice the District based on enrollment at that time. Refunds will not be given at the end of course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Additionally, for our yearlong courses, 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 and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
 - \$1250 for new teachers; and
 - \$850 for returning teachers.
 - ii) Districts will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of the Summer PLI.
 - iii) Districts will be sent an invoice that highlights lodging expenses for each participating teacher.

- iv) The District is responsible for paying for all professional learning fees and lodging expenses, in Austin or other designated regional sites for all days of required PLIs held at the University, as well as substitute pay.
- v) OnRamps strongly recommends the District provide a daily stipend to teachers participating in required PLIs on the UT Austin campus or at regional sites.

5. Summer Professional Learning Institute Teacher Registration and Attendance

- A. All high school teachers are required to register for summer PLI two weeks prior to the start of the Summer Professional Learning Institute.
- B. Cancellation policy: All high school teachers must cancel their registration one week prior to PLI or they will be subject to pay 100% of fees for room/board and meals. The district will be invoiced for all high school teachers who are registered on the day one week prior to the event starting.
- C. If a high school instructor registers for the summer Professional Learning Institute and is unable to attend, the instructor needs to communicate this change to the OnRamps Professional Learning Coordinator one week prior to the start of the summer Professional Learning Institute. If the instructor does not take the necessary steps to communicate the change in attendance, the instructor's district will be:
 - a. Charged the full fee of \$1250 for the summer Professional Learning Institute.
 - b. Charged the full fee for room/board of \$40/night for the 10 days it was reserved for a total of \$400.
- D. If a high school instructor registers for the summer Professional Learning Institute and leaves the institute prior to the end of the institute, the instructor's district will be:
 - a. Charged a prorated fee as follows.
 - Attends 6-8 days – no refund
 - Attends 3-5 days – 15% refund
 - Attends 1-2 days – 25% refund
 - b. Charged a prorated fee for room/board as follows.
 - Attends 6-8 days – no refund
 - Attends 3-5 days – 15% refund
 - Attends 1-2 days – 25% refund
- E. If a high school instructor attends the summer Professional Learning Institute and the course that the instructor is trained for is not offered for the school year, the instructor's district will be:
 - a. Charged the full fee of \$1250 for the summer Professional Learning Institute
 - b. All materials that were provided to campus/district for course will need to be returned to OnRamps within 30 days or district will be responsible for fees associated with such materials for course.

6. Educational Records and Data Sharing

- A. The District and OnRamps create, maintain, and manage educational records for students and teachers. OnRamps maintains 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 6.A above 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.
 - a. 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, OnRamps may obtain and maintain 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) to address 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.

7. 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.

8. 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.

9. 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, 2019, and ending June 30, 2020. 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 is signed 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.

10. 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.

11. 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.

12. 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.

13. 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

14. 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.

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 3rd day of July, 2019.

ISD

The University of Texas at Austin

By: Joe E. Gonzalez
Name: Dr. Joe E. Gonzalez
Title: Superintendent
Date: 5-22-19

DocuSigned by:
By: Linda Shaunessy
Name: Linda Shaunessy
Title: Business Contracts Administrator
Date: 2019-07-03 | 08:11:41 PDT

Exhibit A OnRamps Courses

Foundations of Arts and Entertainment Technologies	AET 304	Foundations of AET	3	N/A	050
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	Chemistry in Context I	3	CHEM 1311	030
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	Introduction to Chemical Practice I	1	CHEM 1111	N/A
College Chemistry: Principles of Chemistry II	CH 302	Principles of Chemistry II	3	CHEM 1312	030
College Chemistry: Introduction to Chemical Practices (Lab)	CH 104N	Introduction to Chemical Practices		CHEM 1112	N/A
Thriving in Our Digital World	CS 302	Computer Fluency	3	N/A	093
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	Earth, Wind, and Fire	3	N/A	030
United States, 1492-1865	HIS 315K	The United States, 1492-1865;	3	HIST 1301	060
United States Since 1865	HIS 315L	The United States Since 1865	3	HIST 1302	060
College Algebra	M 301	College Algebra	3	MATH 1314	N/A
Discovery Precalculus: A Creative and Connected Approach	M 305G	Preparation for Calculus	3	MATH 2312	020
Mechanics, Heat, and Sound: General	PHY 302K	General Physics Technical Course:	3	PHYS 1301	030

OH Campus Course Name	UT Austin Course Code	UT Austin Course Equivalent	Semester Credit Hours	Texas Common Course Number (CCN)	Course Equivalent Code
Physics Technical Course I		Mechanics, Heat, and Sound			
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	General Physics Technical Course: Electricity & Magnetism, Light, Atomic & Nuclear Physics	3	PHYS 1302	030
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	Research and Writing	3	ENGL 1301	010
Reading and Writing and Rhetoric of American Identity	RHE 309K	Topics in Writing	3	ENGL 1302	010
Statistics	SDS 302	Data Analysis for the Health Sciences	3	N/A	020