

**2020-2021
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
Attention: Alexandro Medina
7310 Bishop Flores
El Paso, TX 79912

University of Texas at Austin
Senior Vice President and Chief Financial Officer
110 InnerCampus Drive, Suite 102
Austin, Texas 78712
Attn: Darrell Bazzell

2. Nature of the Cooperative Program

The University of Texas at Austin, on behalf of the Office of Strategy and Policy, and the Burnham Wood Charter School ("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 UT Austin will be equal to the costs per student and teacher training needed by the District as set forth in Section 4.2.H. The 86th Texas Legislature provided state appropriation that reimburses all partnering Districts a portion of the cost per student enrollment fees for participating in OnRamps.

In addition, Districts must pay the costs of lodging, transportation, and teacher substitute costs related to any 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 and teacher professional learning fee for high school teachers participating in the

summer Professional Learning Institute. Payment shall be due and payable, in full, to the UT Austin on or before thirty (30) calendar days from receipt of such invoice in accordance with Chapter 2251 of the Texas Government Code. All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

Attn: Kristine Yancey
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 UT Austin 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). Non-directory Information received and stored by OnRamps regarding students enrolled at either Texas Tech University or UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).
- B. As part of routine evaluation of educational effectiveness at UT Austin, 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 UT Austin and the District. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement that each district enters with OnRamps.

Curriculum and Instruction

- C. Provide UT Austin faculty and academic staff to develop and define college course materials and curriculum and assume primary responsibility for the oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide 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 Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences; 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 online and phone-based technical support for OnRamps teachers, students, and UT Austin 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. At designated periods during the course, students may be eligible to enroll in a distance college 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 college 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 the course Faculty Lead who sets the standard course syllabus.
 - 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 Instructors of Record 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 UT Austin Department Chairs and supported by Deans (See website for a list of courses, course code, and transferability).
- G. OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas with the exception of College Algebra (M 301), Lab for Mechanics, Heat, and Sound (PHY 102M), and Introduction to Chemical Practices (CH 104M). These three courses typically transfer to other universities using their TCCNs and apply toward the core curriculum at most public institutions in Texas. See OnRamps website for the full list of OnRamps distance college courses and TCCNs. A student who is eligible for, successfully completes, and accepts college credit for the distance college course will have their course grade recorded in the Office of the Registrar at UT Austin. A student may request an official copy of their transcript from the Registrar at the end of the fall or spring term for the applicable fee determined by the registrar (\$20.00 as of January 2020). Students may request transcripts via UT Austin's online transcript request system for up to three years following the completion of their OnRamps course. After three years, students must request transcripts via mail, fax, or email. Before registering for an OnRamps course, each student is advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability.
- H. Support documentation of distance college course credit. OnRamps will assist students, who enroll in the distance college course and earn/accept college credit, secure documentation of their OnRamps participation, including official transcripts and enrollment confirmation letters for students, 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 and approved high school teachers assigned to teach the OnRamps course.
- a. A summer professional learning institute for participating District teachers will be delivered by UT Austin using distance education and virtual learning technologies. 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, they are **required** to attend the returning teacher track at the institute, inclusive of

OnRamps Summit. UT Austin will be responsible for the following at the summer institute:

- i) Scheduling the necessary facilities to provide the institute virtually;
 - ii) 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 PLIs: One-day professional learning institutes for new and returning District teachers will be held at UT Austin, designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. District teachers are **required** to participate in and fully complete 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, Returning OnRamps teachers, etc.)
- a. The Symposium, Summit, and Regional Consortiums goal 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 staff to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver dual enrollment 101 workshops for participating District/Charter counselors with training that includes: 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 provided regionally or virtually and available to participating District/Charter personnel.
 - c. Deliver in-person or virtual presentations to participating district and campus staff regarding program overview, implementation, and strategies for success.
 - d. Deliver in-person or virtual parent presentations to district community regarding OnRamps overview, implementation, and how to motivate and support their student.
 - e. Provide a link for participating district/charter main point of contact to schedule in-person or virtual presentations. OnRamps presentation

requests must be made at least two weeks in advance. Requests are not guaranteed and will be scheduled based upon the availability of the OnRamps Outreach team.

- f. Each participating district/charter is allotted one OnRamps presentation per campus in an academic year.
- L. The UT Austin course staff will:
- a. Conduct or co-conduct the summer and one-day PLIs;
 - b. Assist the District with OnRamps implementation by providing the necessary training to the high school teacher(s) 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 provide of ongoing support with implementing the curriculum.

Institutional Effectiveness

- M. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as, District high school teachers and 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 UT Austin expectations, and OnRamps will provide coaching and support through

the course staff, OnRamps PLIs, virtual coaching, and ongoing communication with the high school teacher. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or no improvement is observed, OnRamps will notify the District, who 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 the alternate high school teacher. OnRamps reserves the right to deny any teacher the opportunity to offer the course in the future.

- d. Should UT Austin deem an OnRamps high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify the District, who will work with UT Austin to continue the course through an alternate teacher.
 - e. Any person performing services under this Agreement on behalf of the District/Charter 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 main point of contact, who oversees the OnRamps program, must inform their OnRamps point of contact within 24 hours.
- N. Appoint OnRamps high school teachers as UT Austin Affiliates. As an OnRamps Affiliate, high school teachers are eligible to receive UT Austin ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, purchase gym passes, and other benefits.
- a. If an OnRamps high school teacher is deemed not compatible with or in the best interest of the program they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT 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 online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- R. Provide information in the OnRamps Portal or through email 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 or other commensurate distance technology with consultants for writing consultation with their distance college course writing assignments.

- T. Protect students' education records in accordance with FERPA policies (See Section 4.1.A).
- U. Provide a student orientation module in Canvas for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- V. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- W. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for districts/charter, campuses, high school teachers, and students.

Student Removal to Alternative Campus

- X. 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 teacher of the campus must notify the Associate Director for Enrollment Management. 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 teacher and OnRamps course staff 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. If this occurs prior to census, then the district/charter will not be invoiced for this student.
 - b. If the student needs to be dropped, because it has been determined that the student will not have the appropriate instruction and access to 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.
- Y. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident or other circumstance, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone, and whether 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 District/Charter point of contact at the district level who is responsible for overseeing the implementation of OnRamps high school course(s) 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 assigned OnRamps Point of Contact.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s), that will be held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i) Should the Districts/Charters and/or campuses request an OnRamps presentation, the District will be responsible for organizing the event to 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 section iii.1 below.
 - ii) Based on the rigor of the course for students and as overseen by UT Austin faculty, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting 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 Introduction to Rhetoric: Reading, Writing and Research and 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 sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit, hire, and compensate high school teachers with appropriate qualifications to teach the OnRamps courses.
 - 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 precalculus);
 - iii) Completed annual OnRamps teacher application;
 - iv) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training 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 teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their 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 teach 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 or virtual learning modules, 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
 - x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.
- b. Minimum requirements for returning teachers include:
- i) Successful implementation of OnRamps course during the previous academic year according to the requirements specified under section D below;

- ii) Completed annual OnRamps teacher application;
 - iii) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute.
 - iv) Completion of required tasks before the start of the summer institute;
 - v) Successful participation and completion of all required activities in the summer PLI.
 - vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year professional learning institutes 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
 - x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.
- C. Ensure OnRamps high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Provide access to the OnRamps Portal and Canvas LMS. Participating campuses will work with the OnRamps support team to ensure that their campuses and students can fully access the OnRamps Portal and Canvas LMS;
 - b. Provide access to computer and Internet, as specified by UT Austin. The district will be required to adhere to requirements outlined in the OnRamps Technology Manual;
 - c. 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:
 - d. Graphing calculators;
 - e. Audio/visual projection and/or whiteboard;
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments;
 - g. For Biology, Geoscience, Physics and Chemistry, required lab materials; and

Course Title	Course Number	Prerequisite	Corequisite
Foundations of Arts and Entertainment Technologies	AET 304	–	Graphic Design
Introduction to Biology I	BIO 311C	Credit in TEKS-based Biology & TEKS-based Chemistry	–
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	Credit in Algebra I	–
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	Credit in Algebra I	–
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	Credit in Chemistry	–
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	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 & Chemistry or IPC & 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	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	Credit in Algebra II	–
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

OnRamps Course/Activity	UT Austin Course	Required Prerequisite	Accepted Prerequisite
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	Credit in TEKS-based Physics, 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 the Rhetoric of American Identity	RHE 309K	Credit in English I & English II	–
Statistics	SDS 302	Credit in Algebra I	Credit in Algebra II & Geometry

G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, 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 UT Austin to be eligible for the opportunity to be dual enrolled in a UT Austin distance college course.

H. 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/Charters 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. Lab courses are not considered separate courses. Program costs will be evaluated and adjusted annually. The District annual program fees for each student enrolled in an OnRamps course for the 2020-2021 academic year are \$149, or \$99 for students eligible for free or 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 2020-2021 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.

b. Timing of payment: The OnRamps program fee is assessed after each census window.

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 on the identified census date of the yearlong and fall semester courses and again on the identified census date in spring for spring semester course 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 OnRamps 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, UT Austin will continue to deliver the course materials and technology tools

OnRamps will send an invoice to the District in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course.

The District is responsible for paying within 30 days of receipt of the invoice.

If payment is not received within 30 days, a 6.5% late fee will be assessed for each additional 30 days the payment is overdue.

If the invoice is not paid prior to the start of the next academic year, then the district is not allowed to participate in the program until they are in good standing.

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).

c. Cost of Professional Learning

i) The cost of the OnRamps summer and academic year one-day PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:

- \$850 for new teachers; and

- \$550 for returning teachers.
- ii) Districts will be sent an invoice that itemizes the annual professional learning fees for each teacher participating in the Summer PLI .
 1. The District is responsible for paying within 30 days of receipt of the invoice.
 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Pay Act.
 3. OnRamps strongly recommends the District provide a daily stipend to teachers participating in required PLIs.

5. Summer Professional Learning Institute Teacher Registration and Attendance

- A. OnRamps high school teachers are required to register for summer PLI **two weeks prior** to the start of the Summer PLI.
- B. Cancellation policy: All high school teachers must cancel their registration **three weeks** prior to PLI or they will be subject to pay 100% of fees for room/board and meals for which those charges apply. The district will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.
- C. If a high school teacher registers for the summer Professional Learning Institute and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning Coordinator three weeks prior to the start of the summer Professional Learning Institute. If the teacher does not take the necessary steps to communicate the change in attendance, the teacher's district will be:
 - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute.
- D. If a high school teacher registers for the summer Professional Learning Institute and leaves the institute prior to the end of the institute, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends the summer Professional Learning Institute and the course that the teacher is trained for is not offered for the school year, the teacher's district will be:
 - a. Charged the full fee, based on whether they are new or returning, 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 their own 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 UT Austin Policy defined in Chapter 9 of the General Catalog of UT Austin, 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) to set terms and conditions for the exchange of data needed to support the OnRamps program.
 - 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 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention to support student success and; 3) pertaining to 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 UT Austin 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. While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA.

7. 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, 2020, and ending June 30, 2021. 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 UT Austin pursuant to Section 4.2.H will be paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code. If the parties agree, this agreement can be renewed for up to three additional years through a written amendment. The prices in section 4.2 H may change.

8. Ownership of Intellectual Property

UT Austin 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.

9. 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.

UT Austin 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

10. Venue; Governing Law

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.

11. 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 program 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.

12. Cybersecurity Training Program


If Contractor has access to University's computer(s), then, pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

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 20 day of May, 2020.

Burnham Wood Charter School

The University of Texas at Austin

By: 
Name: A. Medina
Title: Principal
Date: 5/20/20

DocuSigned by:
By Linda Shaunessy
Name: Linda Shaunessy
Title: Business Contracts Administrator
Date: 2020-05-29 | 10:55:38 PDT

FERPA Confidentiality And Security Exhibit

The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 United States Code §1232g (FERPA) which Contractor will create, receive, or maintain on behalf of University.

1. **FERPA.** The Parties understand and agree that:

1.1 As part of the work (**Work**) that Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from "Education Records" as defined by and subject to FERPA (collectively, **FERPA Records**) namely: Student Purchase Transactions, Student Email Addresses, Student ID Information. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

2. **FERPA Compliance.** In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:

2.1 **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.

2.2 **Maintenance of the Security of FERPA Records:** Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>, to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

2.3 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor's report will

identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an "Education Record" (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.4 **Right to Audit:** If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor's compliance with FERPA as Contractor's compliance relates to University's FERPA Records maintained by Contractor.

2.5 **Five Year Exclusion for Improper Disclosure of Education Records.** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University's "Education Records" (as defined by FERPA) by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract with University for at least five (5) years.

3. **Return or Secure Destruction of FERPA Records.** Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University's written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University or Securely Destroy all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University or Securely Destroyed. **Secure Destruction, Securely Destroy and Securely Destroyed** mean shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.

4. **Disclosure.** Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.