

INSTRUCTIONAL AGREEMENT

BETWEEN

THE ARLINGTON INDEPENDENT SCHOOL DISTRICT

AND

THE UNIVERSITY OF TEXAS AT ARLINGTON

This agreement, made and entered into on Aug 24, 2015 by and between the **Arlington Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT"), and **The University of Texas at Arlington**, a Texas institution of higher education, (referred to herein as "UNIVERSITY") (SCHOOL DISTRICT AND UNIVERSITY may be referred to herein individually as a "party" or collectively as the "parties") evidences the following:

This Agreement shall be in effect for a period of four (4) years beginning on July 1, 2015 and ending on June 30, 2019. Sixty-days before the end of the term, the SCHOOL DISTRICT may renew this Agreement for a subsequent four (4) year term upon approval of the UNIVERSITY as evidenced by a fully executed amendment.

PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both university semester credit hours and high school course credit while enrolled in a collaboratively (SCHOOL DISTRICT AND UNIVERSITY) designed STEM Academy and its academic pathways of (1) Engineering, (2) Biology/Biomedical Science, (3) Computer Science, and (4) Math/Science. Through a school-within-a-school model, the UNIVERSITY and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school graduation requirements and the UNIVERSITY for semester credit hours leading to a post-secondary degree.

ELIGIBLE COURSES

The UNIVERSITY shall establish and conduct the courses included in Attachment A, attached hereto and incorporated herein.

LOCATION OF CLASS

All high school level courses will be offered at Martin High School. University level courses will be offered at the UNIVERSITY campus. However, the UNIVERSITY has the flexibility of offering University level coursework at Martin High School should the opportunity or need exist. Regardless of location, all UNIVERSITY courses being offered will meet the standards of equivalent courses taught at the UNIVERSITY.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Good

PROGRAM DETAILS

- (1) The UNIVERSITY and SCHOOL DISTRICT will adhere to all laws, rules and guidelines stipulated in 19 Texas Administrative Code (TAC) Chapter 74; Subchapter C and as delineated by the Texas Higher Education Coordinating Board's (THECB) Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges: Texas Administrative Code Chapter 4; Subchapter D.
- (2) In the event the TAC is amended or the THECB adopts new guidelines during the term of this Agreement, the new amendments and guidelines shall prevail and apply to this Agreement.
- (3) Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents to UNIVERSITY:
 - a.) Admissions Application;
 - b.) Family Educational Rights and Privacy Act Waiver (optional);
 - c.) Meningitis Vaccination Record (if taking courses at the UTA campus);
 - d.) Residency Questionnaire (if undocumented status);
 - e.) LUNDC Waiver (if undocumented status);
 - f.) Official high school transcript; and
 - g.) Scores from TSI, SAT and/or ACT (PSAT or PLAN scores if using that for Admission).
- (4) A high school student will not be allowed to take a university level course directly related to a failed section of the UNIVERSITY'S placement exam (e.g., TSI, SAT, PSAT, or ACT), unless the student has completed all prerequisite courses and other requirements for that course.
- (5) All courses referenced in this Agreement must be taught using the UNIVERSITY's course syllabi.
- (6) Student misconduct on the UNIVERSITY campus will be addressed in accordance with the UNIVERSITY's Student Code of Conduct. The UNIVERSITY shall report disciplinary problems to the SCHOOL DISTRICT. Students in violation of the UNIVERSITY's code of conduct will also be subject to the SCHOOL DISTRICT's rules and regulations regarding misconduct. In addition, both UNIVERSITY and SCHOOL DISTRICT administration may refuse to admit to the STEM Academy students with disciplinary problems.

STUDENT ELIGIBILITY

- (1) A student is eligible to enroll in STEM Academy dual credit courses at UNIVERSITY if he or she:
 - (a) is enrolled in the eleventh or twelfth grade. Exceptions to this requirement, for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, PSAT/NMSQT scores, or other assessment indicators), may be approved by the principal of the high school and the chief academic officer or a designee of the UNIVERSITY. A student with less than junior year high school standing must demonstrate eligibility as outlined under this subsection (1) (b-e);
 - (b) meets at least one of the following standards for admission to the UNIVERSITY:
 - i) being in the top 20% of the high school class;
 - ii) earning a 3.5 GPA; and/or
 - iii) earning a PSAT score of 107.

- (c) demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in Chapter 4; Subchapter C; Rule 4.57) on relevant section(s) of a state-approved assessment instrument;
 - (d) meets all of the UNIVERSITY's prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.); and
 - (e) demonstrates that he/she is exempt under the provisions of the Texas Success Initiative (Chapter 4; Subchapter 4; Rule 4.54). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or UNIVERSITY course prerequisite requirements;
- (2) An eleventh grade high school student is also eligible to enroll in dual credit courses under either of the following conditions:
- (a) a student achieves a minimum designated Level 2 final phase-in score on the Algebra II end-of-course assessment and/or the English II reading or English II writing end-of-course assessments, relevant to the courses to be attempted. An eligible high school student who has enrolled in dual credit courses in the eleventh grade under this provision shall not be required to demonstrate further evidence of eligibility to enroll in dual credit courses in the twelfth grade; or
 - (b) the student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the critical reading and/or mathematics test relevant to the courses to be attempted. An eligible high school student who has enrolled in dual credit under this provision must demonstrate eligibility to enroll in dual credit courses in twelfth grade; or
 - (c) the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics and English. An eligible high school student who has enrolled in dual credit under this provision must demonstrate eligibility to enroll in dual credit courses in twelfth grade.
- (3) High school students shall not be enrolled in more than two dual credit courses per semester. Exceptions to this requirement include students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators agreed upon between UNIVERSITY and SCHOOL DISTRICT) as approved by the principal of the high school and the chief academic officer or a designee of the UNIVERSITY. In no event may a student exceed a maximum of 15 semester credit hours as stipulated in 19 TAC § 4.85.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to all standards set by the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard UNIVERSITY practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to UNIVERSITY students in general.

The UNIVERSITY shall provide a credentialed (i.e., meeting Southern Association of Colleges and Schools [SACS] requirements) professor to teach university-level courses, unless the UNIVERSITY and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT providing an instructor meeting both the UNIVERSITY's and SACS's accreditation requirements for a specific course.

CONFIDENTIALITY OF STUDENT INFORMATION

In accordance with Family Educational Rights and Privacy Act (FERPA), the SCHOOL DISTRICT shall be deemed a "school official" with "legitimate educational interest" (as such term and phrase is defined in the

Texas Education Code and FERPA) regarding access to any educational records hereunder. Under these guidelines, it is understood and agreed that in order to perform all services as stipulated in this instructional agreement, it will be necessary for the SCHOOL DISTRICT to review and be provided access to the “educational records” of students of the UNIVERSITY for whom the SCHOOL DISTRICT provides educational services. The SCHOOL DISTRICT agrees to maintain the confidentiality of any and all educational records of students in the UNIVERSITY that are disclosed to, or reviewed by, the SCHOOL DISTRICT in accordance with federal and state laws, and UNIVERSITY rules and regulations.

AWARDING OF CREDIT

The UNIVERSITY will award credit for completed courses which have been approved and appear in the STEM Academy Dual Credit Course Articulation Matrix (Attachment A). These courses shall have been evaluated and approved through the official UNIVERSITY curriculum approval process in accordance with THECB requirements and TEA requirements for high school credit for college courses (19 TAC § 74.25) and shall be at a more advanced level than courses taught at the high school level.

TUITION AND FEES

The UNIVERSITY will make available dual credit courses at the cost of \$50 per semester credit hour. The UNIVERSITY will charge standard fees for admission applications, TSI assessment, parking and the uploading of meningitis information. The SCHOOL DISTRICT will incur all tuition and textbook costs throughout the duration of this Agreement, unless an amendment to this Agreement or a change in state regulations occurs.

RECRUITMENT, SELECTION, AND ENROLLMENT OF STUDENTS

- (1) Student recruitment of SCHOOL DISTRICT eighth graders will occur annually by SCHOOL DISTRICT.
- (2) The University will assist with enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the STEM Academy.
- (3) SCHOOL DISTRICT attendance policies will be followed as to high school and dual credit courses to meet TEA’s average daily attendance (ADA) guidelines. UNIVERSITY attendance policies will be followed as to UNIVERSITY courses and instructor expectations.
- (4) As a student in the STEM Academy, a student will not be given permission to return to his or her original high school until the principal, or her/his designee has counseled with the student, student’s parent(s) and/or guardian(s). All modifications and placement shall be subject to SCHOOL DISTRICT policies and procedures.

INSTRUCTIONAL CALENDAR

- (1) The instruction of dual credit courses will be based on UNIVERSITY’S ACADEMIC CALENDAR.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with the parties.

TRANSPORTATION

The SCHOOL DISTRICT shall transport STEM Academy students to and from all instructional sites. It is expressly agreed that all such transportation, as well as the acts and omissions of all transportation personnel, are the sole and exclusive responsibility of the SCHOOL DISTRICT.

MEDIA AND PUBLIC RELATIONS

Media and public relations regarding the STEM Academy will be managed cooperatively, according to SCHOOL DISTRICT and UNIVERSITY protocols, and as appropriate under the particular circumstances.

JOINT PLANNING

The UNIVERSITY and SCHOOL DISTRICT will plan and schedule STEM Academy dual credit courses at least one semester in advance of offering the courses.

Each academic year, the SCHOOL DISTRICT will submit a Letter of Continuation to the UNIVERSITY as confirmation to (1) continue with all terms listed in this Agreement, or (2) amend current terms of the Agreement prior to the start of the fall semester classes, which will require UNIVERSITY's written agreement.

The UNIVERSITY and SCHOOL DISTRICT will convene on a yearly basis to discuss and agree upon textbook selection for courses delineated in Attachment A. The program's intent is to maintain adopted textbooks for a period of no less than three years.

The UNIVERSITY may waive all or part of tuition and fees for eligible SCHOOL DISTRICT students enrolled in a course for which the student may receive dual credit.

The UNIVERSITY and SCHOOL DISTRICT will collaboratively design, implement, and assess the following program components:

- (1) Establishment of a collegiate calendar that outlines all programs and services (e.g., financial aid sessions, advising, general audience seminars, graduate student sessions at academy site, etc.) in a developmental sequence (e.g., grade 9 to first year in college).
- (2) Adoption of a GPA and class rank policy that best suits the academy's unique student body.
- (3) Establishment of effective and efficient procedures to ensure state compliance with (a) attendance recording and reporting, (b) student progress reports, (c) dual credit add/drops, and (d) awarding of credit.
- (4) Adoption of policy supported practices to address and sustain (a) student transportation and monitoring, (b) student access to university resources (e.g., library, events, Wi-fi, fitness center, etc.), (c) student conduct, (d) tuition and fees, (e) UNIVERSITY class makeup, (f) internships, and (g) grade exclusion.

DUTIES OF THE UNIVERSITY

The UNIVERSITY'S duties shall include, but not be limited to, the following:

- (1) Under the Bound for Success model, assist students with the completion of admissions, testing, advisement, and registration procedures.
- (2) Provide a copy of the UNIVERSITY'S academic calendar.
- (3) Provide to SCHOOL DISTRICT evidence of criminal background checks complying with Texas Education Code Section 22.0834 for all personnel who 1) will have continuing duties related to the services hereunder; and 2) will have contact with SCHOOL DISTRICT students.

- (4) Determine a process by August 1, 2016 for recording grades for dual credit courses provided at UNIVERSITY and make them available to the SCHOOL DISTRICT to meet University Interscholastic League (UIL) requirements and student progress reports.
- (5) Timely provide grades soon after course completion. Students will be able to obtain official transcripts following the standard procedure set forth by the UNIVERSITY.
- (6) Drop a student at the request of the high school or of the student, and report the student's request to the high school principal or his/her designee, using an agreed upon Add/Drop process to ensure a successful student transition between courses.
- (7) Conduct STEM Academy dual credit course content evaluations – in the event SCHOOL DISTRICT faculty teach dual credit classes - on a yearly basis, to meet SACS requirements.
- (8) Provide professional development for SCHOOL DISTRICT instructors teaching dual credit courses. This expense will be paid for by the SCHOOL DISTRICT (see EXPENSES).

DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT's duties shall include, but not be limited to, the following:

- (1) Plan and schedule dual credit courses at least one semester in advance of offering courses.
- (2) Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- (3) Collaborate with the UNIVERSITY to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills (TEKS).
- (4) Provide support to UNIVERSITY or SCHOOL DISTRICT faculty employed to teach dual credit courses in accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), Texas Education Agency (TEA), and Southern Association of Colleges and Schools (SACS).
- (5) Under the Bound for Success model, coordinate and provide assistance to students regarding UNIVERSITY admissions, testing, advisement, and registration procedures.
- (6) Provide evidence that students have demonstrated college readiness (TSI).
- (7) Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- (8) Take attendance of students transported to UNIVERSITY in accordance with the TEA Student Attendance Accounting Handbook.
- (9) Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and UNIVERSITY in matters such as:
 - (a) Student Texas Success Initiative (TSI) exemption records;

- (b) Advising of students with completion of all required UNIVERSITY admissions documents;
- (c) Assisting the UNIVERSITY with student orientation;
- (d) Coordinating with the UNIVERSITY timely submissions of all required student documentation; and
- (e) Serving as liaison to students, parents, high school personnel and UNIVERSITY personnel.

EXPENSES

- (1) The SCHOOL DISTRICT will provide to the UNIVERSITY a one-time payment of \$25,000 to provide stipends to UNIVERSITY faculty who participate in curricular alignment, maintenance and operational costs and development of future enrichment activities for students. This payment will be made available to the UNIVERSITY by the SCHOOL DISTRICT no later than September 30, 2015.
- (2) Recurring costs for curricular alignment by UNIVERSITY faculty and SCHOOL DISTRICT instructors, which will occur as needed, will be paid for by the SCHOOL DISTRICT. These costs include stipends for UNIVERSITY faculty time and maintenance and operational costs.
- (3) Recurring costs for annual professional development provided by UNIVERSITY faculty for SCHOOL DISTRICT instructors shall be paid for by the SCHOOL DISTRICT. UNIVERSITY faculty will define and determine annually the activities for professional development of SCHOOL DISTRICT instructors.
- (4) Recurring costs for enrichment activities occurring on the UNIVERSITY campus or using UNIVERSITY faculty, staff or student time will be paid for by the SCHOOL DISTRICT.
- (5) The academic advisor/counselor for the students, who will assist with admissions, testing, advisement and registration procedures, will operate and be funded through the Bound for Success model.
- (6) The SCHOOL DISTRICT is responsible for hiring and funding the STEM Enrichment Coordinator. The UNIVERSITY is amenable to this individual operating on the UNIVERSITY campus.
- (7) The UNIVERSITY will pay for required criminal background checks for UNIVERSITY employees.

AGREEMENT

This document sets forth the entire instructional agreement with respect to STEM Academy dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by either party.

IMMUNITY AND LIMITS OF LIABILITY

The parties acknowledge that they are governmental entities subject to constitutional and statutory limitations

Instructional Agreement Between
The Arlington Independent School District and
The University of Texas at Arlington

on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of this Agreement. The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

RIGHT OF REVOCATION

Either party may terminate this Agreement on 120 days' written notice to the other party. In the event that a party believes that another party has materially breached this agreement, the non-breaching party shall give written notice of the alleged breach to the breaching party. The breaching party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching party. If the breach is not cured within thirty days, the non-breaching party may terminate this Agreement. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the UNIVERSITY or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

All notices and communications related to this agreement shall be addressed to the respective education administrators listed below:


UNIVERSITY
Wallace (Dale) Wasson, Ed.D.
Vice Provost for Academic Analytics and Operations
The University of Texas at Arlington
701 S. Nedderman Drive
Arlington, TX 76019
817.272.5401
wasson@uta.edu

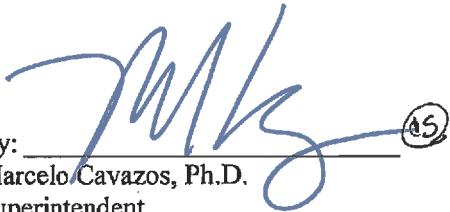
SCHOOL DISTRICT
Ricardo Garcia
Executive Director
Transformational Learning
Arlington ISD
1203 W. Pioneer Pkwy
Arlington, TX 76013
682.867.7300
rgarcia1@aisd.net

In witness thereof the Arlington Independent School District and The University of Texas at Arlington have executed this Agreement.

THE UNIVERSITY OF TEXAS AT ARLINGTON

ARLINGTON INDEPENDENT
SCHOOL DISTRICT

By: 
Vistasp Karbhari, Ph.D.
President

By:  (45)
Marcelo Cavazos, Ph.D.
Superintendent

*Document developed April 10, 2014
AISD/Transformational Learning/rg*